

| | | | | | | | | |
|---|--|--|--|--|--|--|----------------|-----------------------------|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 130 | | |
| 2. CONTRACT NO. W912BU-04-D- | | 3. SOLICITATION NO. W912BU-04-R-0008 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED 12 May 2004 | | | 6. REQUISITION/PURCHASE NO. |
| 7. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390 | | | CODE W912BU | 8. ADDRESS OFFER TO (If other than Item 7) | | CODE | | |
| | | | See Item 7 | | | | | |
| TEL: | | | | | TEL: | | | |
| FAX: | | | | | FAX: | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | | | |
| SOLICITATION | | | | | | | | |
| 9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>block 7</u> until <u>04:00 PM</u> local time <u>11 Jun 2004</u> (Hour) (Date) | | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME William A. Bailey | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) (215) 656-6932 | | C. E-MAIL ADDRESS | | |
| 11. TABLE OF CONTENTS | | | | | | | | |
| (X) SEC. | DESCRIPTION | | | PAGE(S) | (X) SEC. | DESCRIPTION | | |
| PART I - THE SCHEDULE | | | | | PART II - CONTRACT CLAUSES | | | |
| X A | SOLICITATION/ CONTRACT FORM | | | 1 | X I | CONTRACT CLAUSES | | |
| X B | SUPPLIES OR SERVICES AND PRICES/ COSTS | | | 24 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | | |
| X C | DESCRIPTION/ SPECS./ WORK STATEMENT | | | 11 | X J | LIST OF ATTACHMENTS | | |
| X D | PACKAGING AND MARKING | | | 2 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X E | INSPECTION AND ACCEPTANCE | | | 4 | X K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | | |
| X F | DELIVERIES OR PERFORMANCE | | | 4 | X L | INSTRS., CONDS., AND NOTICES TO OFFERORS | | |
| X G | CONTRACT ADMINISTRATION DATA | | | 2 | X M | EVALUATION FACTORS FOR AWARD | | |
| X H | SPECIAL CONTRACT REQUIREMENTS | | | 5 | | | | |
| OFFER (Must be fully completed by offeror) | | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | | DATE | | |
| | | | | | | | | |
| | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | |
| | | | | | | | | |
| 15B. TELEPHONE NO (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | | 17. SIGNATURE | | 18. OFFER DATE | |
| | | | | | | | | |
| AWARD (To be completed by Government) | | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | | | |
| | | | | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | |
| | | | | | | | | |
| 24. ADMINISTERED BY (If other than Item 7) | | | CODE | 25. PAYMENT WILL BE MADE BY | | | | |
| | | | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | |
| TEL: EMAIL: | | | | | | | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B SUPPLIES OR SERVICES AND PRICES

SERVICES AND SCHEDULE

B.1.0 Description of Services

Provide world-wide emergency power support for the U.S. Army Corps of Engineers in support of U. S. Military Contingencies. The Contractor shall provide single source responsibility for all generator set activities. Generator set activities are defined as assessing power needs, preparation, hauling, installing, preventive maintenance, service, fueling, relocating and recovering engine-generator sets and associated fuel systems, including transmission and distribution systems maintenance. Such support may be rendered by use of either CFE (Contractor Furnished Equipment) ranging in size from 250 Kw up to, and including, 20 Mw Power Plants or GFE (Government Furnished Equipment-GFE generator sets range in size from 750 kW up to 1MW). The Contractor shall be responsible for providing all labor, transportation, equipment and supervision and required internal logistical support to perform generator set activities. The period of performance shall be from December 1, 2004, or date of award-whichever is later, through November 30, 2009.

Line item 0001, 0002, 0003, 0004, 0005, 0006: Lease of CFE—Lease price must include preparation, installation, preventative maintenance, service, and incidental supplies for the generators. Note: transportation (delivery and return) of CFE shall be included in Line Item 7, Mobilization and de-mobilization.

Line item 0007: Mobilization and de-mobilization— Mobilization and de-mobilization costs are those costs associated with establishing and disestablishing the Contractor's site of operations (e.g., transporting personnel and equipment, set-up and closing of an office, etc.). The Government has entered \$2,500,000.00 in the Schedule for this item. This amount is only for award evaluation purposes. Payment for this item will be limited to actual costs. To receive payment, the Contractor must furnish proper invoices. No mark-ups for overhead, profit or any other costs will be allowed (See C 3.1 and C 6). The Government will reimburse reasonable costs of Mobilization and Demobilization up to a maximum of seventy percent per task order (70 %). Offerors may anticipate two types of mobilization and de-mobilization scenarios. The first may be the establishment of a full 'turn key' operation by the contractor, the second may be limited solely to the operation and maintenance of GFE power systems.

Line item 0008: Conferences and Meetings - If a conference, workshop or meeting takes place after a Contractor is mobilized, the Contractor shall participate without additional compensation. If a conference or meeting takes place prior to mobilization or after demobilization, the Contractor shall be required to participate and will be compensated under this CLIN. These meetings may take place at any time during the life of the contract at a location determined by the Government. Per diem and travel expenses shall not exceed the Joint Travel Regulation for U. S. Government employees. The Contractor shall designate for participation under this line item the Operations Manager or similar

key person having intimate knowledge of the operation and contract. No mark-ups for overhead, profit or any other costs will be allowed on per diem expenses.

Line Item 0009: Travel and Per Diem. This line item, if used, will be in conjunction with line item 0008. However, for each task order, if the Contractor's base of operations is located at least 50 miles from the Contractor's normal place of business and if the Contractor is required to reimburse employees for lodging and meals, the Government will pay reasonable costs not to exceed the daily rate (actual rate when authorized) the Government pays its own employees; provided that Government messing is not otherwise authorized. Invoices for travel and per diem costs must be supported by documentation showing actual costs incurred. No mark-ups for overhead, G&A, or profit will be allowed. The Government has entered \$50,000.00 in the Schedule for this item. This amount is only for award evaluation purposes

Line Item 0010: Incidental Supplies and Services. This line item is applicable solely to GFE. If directed by the government, the contractor will be reimbursed reasonable costs to purchase generator set operating and service manuals if not provided as Government Furnished Material (GFM) with any GFE. The contractor will be reimbursed reasonable costs required to purchase and install parts such as working hour meters and perform minor repairs. These repairs shall include, but are not limited to: replacement or repair of batteries, plugs, wires, belts, hoses, springs and components of the fuel and oil transfer system and other electrical and generator parts such as circuit cards, relays and control panel parts. Repair parts shall not exceed \$2500.00 U. S. per occurrence. Support documentation shall be provided with invoices to support reimbursement. For repairs estimated between \$1,000.00 and \$2,500.00, the Contractor shall perform repairs at the discretion of the Contracting Officer or authorized representative. A major repair is defined as exceeding \$2,501.00 in parts and labor. The Government may, depending upon the extent of repairs required and the time required to complete the repair and other factors to GFE, elect to negotiate a separate contract for performance of major repairs. The Contractor shall submit a proper invoice for these parts.

Line Item 0011: Fuel Operations (furnish, deliver and install fuel). The Government has entered \$300,000.00 in the Schedule for this item. This amount is only for award evaluation. Payment for this item will be based on the amount of fuel actually used. To receive payment, the Contractor must furnish invoices from the fuel supplier and fueling tickets (See paragraph C 3.3 and C 3.8 of the statement of work). Payment will be limited to actual cost of fuel plus overhead. No other mark-ups will be allowed. In those instances where the U.S. Government does not provide the fuel (i.e., no established fuel distribution capability), cost of fuel will be compensated as described herein. All associated fuel costs, e.g., storage systems, transportation, etc., and the burden and profit for those items would be eligible for compensation as mobilization and de-mobilization expenses.

B 2.0 The Government may award multiple contracts (up to six awards) against this solicitation to support the U.S. Army Corps of Engineers in its military contingency missions. Additionally, the Government reserves the right to issue more solicitations and award more contracts for these same services. Offerors are encouraged to submit proposals for all areas of which there is an interest. The following reflects the geographic areas to be supported:

| Geographic Areas | Number |
|--|---------------|
| Europe, including all the Mediterranean rim countries | 1 |
| Remainder of Africa | 2 |
| Central Asia (includes, but not limited to, Afghanistan, Uzebekistan, Krygystan, Kahzikstan, Kuwait and Pakistan) | 3 |
| Southeast Asia (Thailand, Philipinnes) | 4 |
| Republic of Korea | 5 |
| Central America (includes, but is not limited, to Mexico, Honduras, Belize, and Panama) | 6 |

B 3.0 This solicitation contains one price schedule. The offeror shall submit a separate proposal with an individual schedule for each area. For example, if an offeror is interested in submitting a proposal for Area 1 and Area 2, two individual proposals and price schedules shall be submitted, one for Area 1 and one for Area 2, each annotated by the area number. Contractors who receive a contract under this solicitation must be capable of performing under all line items within the area covered by the contract. Contract award will be made on an 'all or none' basis per area.

B 4.0 If the Contracting Officer determines it is in the Government's best interest to do so, the Contracting Officer may issue task orders against any contract awarded under this solicitation to perform work anywhere within the U. S. Army Corps of Engineers' area of responsibility. In addition, the Government reserves the right to issue task orders for other areas within USACE's boundaries not specifically covered by a contract (or contracts). Should any task order result in an increase in the Contractor's costs, an equitable adjustment will be made in accordance with the Changes clause.

B 5.0 Because of the uncertainty associated with emergency power requirements, it is impossible for the Government to prepare an accurate estimate of its requirements. The estimates contained at Section B are the best that can be obtained and are only for award evaluation purposes. The Contractor shall be prepared to assess power needs, transport, install, perform preventive maintenance, service, accomplish fueling, and relocate and recover of all makes and models of generators with various gasoline and diesel powered engines. Additionally, the contractor must be capable of assuming transmission and distribution functions from deployed U. S. Army Corps of Engineer, 249th Engineering Battalion personnel. If directed by the Contracting Officer or authorized representative, the Contractor shall be responsible for obtaining any service or repair manuals required to

perform the work. The Government may have manuals, which it will provide to the Contractor as Government Furnished Materials (GFM) with the GFE. Any manuals provided to the Contractor must be returned to the Government in essentially the same condition as they were when the Contractor received them, fair wear and tear excepted.

B 6.0 Contracting Officers assigned to the U.S. Army Corps of Engineers may issue task orders against any contract awarded under this solicitation. This authority may be delegated to other Contracting Officers.

Lease of CFE (the offered price shall include preparation, installation, preventative maintenance, service, and incidental supplies costs for contractor furnished equipment) in the following sizes for a minimum performance period of 14 days.

Area 1, Europe, including all the Mediterranean rim countries

| Item Number | Quantity | Unit of Purchase | Unit Price | Extended Price |
|-------------------------------|----------|------------------|------------|----------------|
| 0001AA. 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 0001AB. 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 0001AC. 750 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 0001AD. Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 2, Remainder of Africa

| | | | | |
|------------------------------|---|------|---------|---------|
| 0002AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 0002AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 0002AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 0002AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 3, Central Asia (includes but not limited to Afghanistan, Uzbekistan, Krygystan, Kahzikstan, Kuwait and Pakistan)

| | | | | |
|------------------------------|---|------|---------|---------|
| 0003AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 0003AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 0003AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 0003AD Power plant over 1 Mw | 3 | Each | \$_____ | \$_____ |

Area 4, Southeast Asia (includes, but not limited, to Thailand and Philipinnes)

| | | | | |
|------------------------------|---|------|---------|---------|
| 0004AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 0004AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 0004AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 0004AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 5, Republic of Korea

| | | | | |
|------------------------------|---|------|---------|---------|
| 0005AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 0005AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 0005AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 0005AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 6, Central America (includes, but not limited to, Mexico, Honduras, Belize, and Panama)

| | | | | |
|---|---|----------|----------------|----------------|
| 0006AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 0006AB 500 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 0006AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 0006AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |
| 0007 Mobilization and de-mobilization (see page B-1) | 2 | Each | \$2,500,000.00 | \$5,000,000.00 |
| 0008 Conferences and meetings (see page B-1 and C 8) | 1 | Day | \$_____ | \$_____ |
| 0009 Travel and Per Diem (see page B-2) | 1 | Lump Sum | \$50,000.00 | \$50,000.00 |

| | | | | | |
|------|--|---|----------|--------------|--------------|
| 0010 | Incidental Supplies/Services | 1 | Lump Sum | \$_____ | \$_____ |
| | (see page B-2 and Section J. Offeror shall insert the total price of the Addendum on this line item) | | | | |
| 0011 | Fuel Operations | 1 | Lump Sum | \$300,000.00 | \$300,000.00 |
| | (see page B-2, C 3.7 and C 3.8) | | | | |
| 0012 | Power Assessments | 1 | Each | \$_____ | \$_____ |
| | (see C 3.2) | | | | |

GFE Operations and Maintenance: The following line item numbers apply only to those instances where the contractor will operate and maintain GFE power systems

Preparation and transportation: Round-trip-with a distance up to a 100 mile radius, defined as from where the generator is loaded onto the contractor's vehicle to where the generator is removed from the contractor's vehicle and placed either back into service or into storage (see C 3.4).

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 0013AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 0013AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 0013AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Installation (see C 3.5)

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 0014AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 0014AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 0014AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Preventative Maintenance (see C 3.6). Price shall be a daily rate (this price is distinguishable from service in that no minor repairs are performed).

| | | | | | |
|--------|-----------------------|---|-----|---------|---------|
| 0015AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 0015AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 0015AC | Power plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Service (See C 3.6 .1 and 3.6.2). The price for Service shall be a daily rate for the types of service or repairs as specified and as accomplished by a journeyman electrician.

| | | | | | |
|---------|-----------------------|---|-----|---------|---------|
| 0016 AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 0016AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 0016AC | Power Plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Relocating/Recovery of Generators (See C 3.8 and C 6). This is a separate and distinct function from the de-mobilization described for line item 0007.

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 0017AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 0017AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 0017AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

NOTE: There are four option periods. The line item numbering on the following pages corresponds to each option period. Specifically, all item numbers in the first option period will begin with the number 1 (1001, 1002, etc.). The second option year line item number will begin with the number 2, and so on.

FIRST OPTION PERIOD

Lease of CFE (the offered price shall include preparation, installation, preventative maintenance, service, and incidental supplies costs for contractor furnished equipment) in the following sizes for a minimum performance period of 14 days.

Area 1, Europe, including all the Mediterranean rim countries

| Item Number | | Quantity | | Unit of Purchase | Unit Price | Extended Price |
|-------------|-----------------------|----------|------|------------------|------------|----------------|
| 1001AA. | 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ | |
| 1001AB. | 501 Kw to 750 Kw | 2 | Each | \$ _____ | \$_____ | |
| 1001AC. | 750 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ | |
| 1001AD. | Power plant over 1 Mw | 1 | Each | \$ _____ | \$_____ | |

Area 2, Remainder of Africa

| | | | | |
|------------------------------|---|------|---------|---------|
| 1002AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 1002AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 1002AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 1002AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 3, Central Asia (includes but not limited to Afghanistan, Uzbekistan, Krygystan, Kahzikstan, Kuwait and Pakistan)

| | | | | |
|------------------------------|---|------|---------|---------|
| 1003AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 1003AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 1003AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 1003AD Power plant over 1 Mw | 3 | Each | \$_____ | \$_____ |

Area 4, Southeast Asia (includes, but not limited, to Thailand and Philipinnes)

| | | | | |
|------------------------------|---|------|---------|---------|
| 1004AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 1004AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 1004AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 1004AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 5, Republic of Korea

| | | | | |
|------------------------------|---|------|---------|---------|
| 1005AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 1005AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 1005AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 1005AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 6, Central America (includes, but not limited to, Mexico, Honduras, Belize, and Panama)

| | | | | |
|---|---|----------|----------------|----------------|
| 1006AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 1006AB 500 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 1006AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 1006AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |
| 1007 Mobilization and de-mobilization (see page B-1) | 2 | Each | \$2,500,000.00 | \$2,500,000.00 |
| 1008 Conferences and meetings (see page B-1 and C 8) | 1 | Day | \$_____ | \$_____ |
| 1009 Travel and Per Diem (see page B-2) | 1 | Lump Sum | \$50,000.00 | \$50,000.00 |

| | | | | | |
|------|--|---|----------|--------------|--------------|
| 1010 | Incidental Supplies/Services (see page B-2 and Section J. Offeror shall insert the total price of the Addendum on this line item) | 1 | Lump Sum | \$_____ | \$_____ |
| 1011 | Fuel Operations (see page B-2, C 3.7 and C 3.8) | 1 | Lump Sum | \$300,000.00 | \$300,000.00 |
| 1012 | Power Assessments (see C 3.2) | 1 | Each | \$_____ | \$_____ |

GFE Operations and Maintenance: The following line item numbers apply only to those instances where the contractor will operate and maintain GFE power systems

Preparation and transportation: Round-trip-with a distance up to a 100 mile radius, defined as from where the generator is loaded onto the contractor's vehicle to where the generator is removed from the contractor's vehicle and placed either back into service or into storage (see C 3.4).

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 1013AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 1013AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 1013AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Installation (see C 3.5)

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 1014AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 1014AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 1014AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Preventative Maintenance (see C 3.6). Price shall be a daily rate (this price is distinguishable from service in that no minor repairs are performed).

| | | | | | |
|--------|-----------------------|---|-----|---------|---------|
| 1015AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 1015AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 1015AC | Power plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Service (See C 3.6 .1 and 3.6.2). The price for Service shall be a daily rate for the types of service or repairs as specified and as accomplished by a journeyman electrician.

| | | | | | |
|---------|-----------------------|---|-----|---------|---------|
| 1016 AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 1016AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 1016AC | Power Plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Relocating/Recovery of Generators (See C 3.8 and C 6). This is a separate and distinct function from the de-mobilization described for line item 0007.

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 1017AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 1017AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 1017AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

SECOND OPTION PERIOD

Lease of CFE (the offered price shall include preparation, installation, preventative maintenance, service, and incidental supplies costs for contractor furnished equipment) in the following sizes for a minimum performance period of 14 days.

Area 1, Europe, including all the Mediterranean rim countries

| Item Number | | Quantity | | Unit of Purchase | Unit Price | Extended Price |
|-------------|-----------------------|----------|------|------------------|------------|----------------|
| 2001AA. | 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ | |
| 2001AB. | 501 Kw to 750 Kw | 2 | Each | \$ _____ | \$_____ | |
| 2001AC. | 750 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ | |
| 2001AD. | Power plant over 1 Mw | 1 | Each | \$ _____ | \$_____ | |

Area 2, Remainder of Africa

| | | | | |
|------------------------------|---|------|---------|---------|
| 2002AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 2002AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 2002AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 2002AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 3, Central Asia (includes but not limited to Afghanistan, Uzbekistan, Krygystan, Kahzikstan, Kuwait and Pakistan)

| | | | | |
|------------------------------|---|------|---------|---------|
| 2003AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 2003AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 2003AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 2003AD Power plant over 1 Mw | 3 | Each | \$_____ | \$_____ |

Area 4, Southeast Asia (includes, but not limited, to Thailand and Philipinnes)

| | | | | |
|------------------------------|---|------|---------|---------|
| 2004AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 2004AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 2004AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 2004AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 5, Republic of Korea

| | | | | |
|------------------------------|---|------|---------|---------|
| 2005AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 2005AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 2005AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 2005AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 6, Central America (includes, but not limited to, Mexico, Honduras, Belize, and Panama)

| | | | | |
|---|---|----------|----------------|----------------|
| 2006AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 2006AB 500 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 2006AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 2006AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |
| 2007 Mobilization and de-mobilization (see page B-1) | 2 | Each | \$2,500,000.00 | \$2,500,000.00 |
| 2008 Conferences and meetings (see page B-1 and C 8) | 1 | Day | \$_____ | \$_____ |
| 2009 Travel and Per Diem (see page B-2) | 1 | Lump Sum | \$50,000.00 | \$50,000.00 |

| | | | | | |
|------|--|---|----------|--------------|--------------|
| 2010 | Incidental Supplies/Services | 1 | Lump Sum | \$_____ | \$_____ |
| | (see page B-2 and Section J. Offeror shall insert the total price of the Addendum on this line item) | | | | |
| 2011 | Fuel Operations | 1 | Lump Sum | \$300,000.00 | \$300,000.00 |
| | (see page B-2, C 3.7 and C 3.8) | | | | |
| 2012 | Power Assessments | 1 | Each | \$_____ | \$_____ |
| | (see C 3.2) | | | | |

GFE Operations and Maintenance: The following line item numbers apply only to those instances where the contractor will operate and maintain GFE power systems

Preparation and transportation: Round-trip-with a distance up to a 100 mile radius, defined as from where the generator is loaded onto the contractor's vehicle to where the generator is removed from the contractor's vehicle and placed either back into service or into storage (see C 3.4).

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 2013AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 2013AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 2013AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Installation (see C 3.5)

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 2014AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 2014AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 2014AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Preventative Maintenance (see C 3.6). Price shall be a daily rate (this price is distinguishable from service in that no minor repairs are performed).

| | | | | | |
|--------|-----------------------|---|-----|---------|---------|
| 2015AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 2015AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 2015AC | Power plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Service (See C 3.6 .1 and 3.6.2). The price for Service shall be a daily rate for the types of service or repairs as specified and as accomplished by a journeyman electrician.

| | | | | | |
|---------|-----------------------|---|-----|---------|---------|
| 2016 AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 2016AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 2016AC | Power Plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Relocating/Recovery of Generators (See C 3.8 and C 6). This is a separate and distinct function from the de-mobilization described for line item 0007.

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 2017AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 2017AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 2017AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

THIRD OPTION PERIOD

Lease of CFE (the offered price shall include preparation, installation, preventative maintenance, service, and incidental supplies costs for contractor furnished equipment) in the following sizes for a minimum performance period of 14 days.

Area 1, Europe, including all the Mediterranean rim countries

| Item Number | Quantity | | Unit of Purchase | Unit Price | Extended Price |
|-------------------------------|----------|------|------------------|------------|----------------|
| 3001AA. 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ | |
| 3001AB. 501 Kw to 750 Kw | 2 | Each | \$ _____ | \$_____ | |
| 3001AC. 750 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ | |
| 3001AD. Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ | |

Area 2, Remainder of Africa

| | | | | |
|------------------------------|---|------|---------|---------|
| 3002AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 3002AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 3002AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 3002AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 3, Central Asia (includes but not limited to Afghanistan, Uzbekistan, Krygystan, Kahzikstan, Kuwait and Pakistan)

| | | | | |
|------------------------------|---|------|---------|---------|
| 3003AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 3003AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 3003AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 3003AD Power plant over 1 Mw | 3 | Each | \$_____ | \$_____ |

Area 4, Southeast Asia (includes, but not limited, to Thailand and Philipinnes)

| | | | | |
|------------------------------|---|------|---------|---------|
| 3004AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 3004AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 3004AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 3004AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 5, Republic of Korea

| | | | | |
|------------------------------|---|------|---------|---------|
| 3005AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 3005AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 3005AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 3005AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 6, Central America (includes, but not limited to, Mexico, Honduras, Belize, and Panama)

| | | | | |
|---|---|----------|----------------|-------------|
| 3006AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 3006AB 500 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 3006AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 3006AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |
| 3007 Mobilization and de-mobilization (see page B-1) | 2 | Each | \$2,500,000.00 | \$2,5000.00 |
| 3008 Conferences and meetings (see page B-1 and C 8) | 1 | Day | \$_____ | \$_____ |
| 3009 Travel and Per Diem (see page B-2) | 1 | Lump Sum | \$50,000.00 | \$50,000.00 |

| | | | | | |
|------|--|---|----------|--------------|--------------|
| 3010 | Incidental Supplies/Services | 1 | Lump Sum | \$_____ | \$_____ |
| | (see page B-2 and Section J. Offeror shall insert the total price of the Addendum on this line item) | | | | |
| 3011 | Fuel Operations | 1 | Lump Sum | \$300,000.00 | \$300,000.00 |
| | (see page B-2, C 3.7 and C 3.8) | | | | |
| 3012 | Power Assessments | 1 | Each | \$_____ | \$_____ |
| | (see C 3.2) | | | | |

GFE Operations and Maintenance: The following line item numbers apply only to those instances where the contractor will operate and maintain GFE power systems

Preparation and transportation: Round-trip-with a distance up to a 100 mile radius, defined as from where the generator is loaded onto the contractor's vehicle to where the generator is removed from the contractor's vehicle and placed either back into service or into storage (see C 3.4).

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 3013AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 3013AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 3013AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Installation (see C 3.5)

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 3014AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 3014AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 3014AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Preventative Maintenance (see C 3.6). Price shall be a daily rate (this price is distinguishable from service in that no minor repairs are performed).

| | | | | | |
|--------|-----------------------|---|-----|---------|---------|
| 3015AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 3015AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 3015AC | Power plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Service (See C 3.6 .1 and 3.6.2). The price for Service shall be a daily rate for the types of service or repairs as specified and as accomplished by a journeyman electrician.

| | | | | | |
|---------|-----------------------|---|-----|---------|---------|
| 3016 AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 3016AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 3016AC | Power Plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Relocating/Recovery of Generators (See C 3.8 and C 6). This is a separate and distinct function from the de-mobilization described for line item 0007.

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 3017AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 3017AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 3017AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

FORTH OPTION PERIOD

Lease of CFE (the offered price shall include preparation, installation, preventative maintenance, service, and incidental supplies costs for contractor furnished equipment) in the following sizes for a minimum performance period of 14 days.

Area 1, Europe, including all the Mediterranean rim countries

| Item Number | Quantity | | Unit of Purchase | Unit Price | Extended Price |
|-------------------------------|----------|------|------------------|------------|----------------|
| 4001AA. 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ | |
| 4001AB. 501 Kw to 750 Kw | 2 | Each | \$ _____ | \$_____ | |
| 4001AC. 750 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ | |
| 4001AD. Power plant over 1 Mw | 1 | Each | \$ _____ | \$_____ | |

Area 2, Remainder of Africa

| | | | | |
|------------------------------|---|------|---------|---------|
| 4002AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 4002AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 4002AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 4002AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 3, Central Asia (includes but not limited to Afghanistan, Uzbekistan, Krygystan, Kahzikstan, Kuwait and Pakistan)

| | | | | |
|------------------------------|---|------|---------|---------|
| 4003AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 4003AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 4003AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 4003AD Power plant over 1 Mw | 3 | Each | \$_____ | \$_____ |

Area 4, Southeast Asia (includes, but not limited, to Thailand and Philipinnes)

| | | | | |
|------------------------------|---|------|---------|---------|
| 4004AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 4004AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 4004AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 4004AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 5, Republic of Korea

| | | | | |
|------------------------------|---|------|---------|---------|
| 4005AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 4005AB 501 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 4005AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 4005AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |

Area 6, Central America (includes, but not limited to, Mexico, Honduras, Belize, and Panama)

| | | | | |
|---|---|----------|----------------|----------------|
| 4006AA 250 Kw to 500 Kw | 2 | Each | \$_____ | \$_____ |
| 4006AB 500 Kw to 750 Kw | 2 | Each | \$_____ | \$_____ |
| 4006AC 751 Kw to 1 Mw | 2 | Each | \$_____ | \$_____ |
| 4006AD Power plant over 1 Mw | 1 | Each | \$_____ | \$_____ |
| 4007 Mobilization and de-mobilization (see page B-1) | 2 | Each | \$2,500,000.00 | \$2,500,000.00 |
| 4008 Conferences and meetings (see page B-1 and C 8) | 1 | Day | \$_____ | \$_____ |
| 4009 Travel and Per Diem (see page B-2) | 1 | Lump Sum | \$50,000.00 | \$50,000.00 |

| | | | | | |
|------|--|---|----------|--------------|--------------|
| 4010 | Incidental Supplies/Services | 1 | Lump Sum | \$_____ | \$_____ |
| | (see page B-2 and Section J. Offeror shall insert the total price of the Addendum on this line item) | | | | |
| 4011 | Fuel Operations | 1 | Lump Sum | \$300,000.00 | \$300,000.00 |
| | (see page B-2, C 3.7 and C 3.8) | | | | |
| 4012 | Power Assessments | 1 | Each | \$_____ | \$_____ |
| | (see C 3.2) | | | | |

GFE Operations and Maintenance: The following line item numbers apply only to those instances where the contractor will operate and maintain GFE power systems

Preparation and transportation: Round-trip-with a distance up to a 100 mile radius, defined as from where the generator is loaded onto the contractor's vehicle to where the generator is removed from the contractor's vehicle and placed either back into service or into storage (see C 3.4).

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 4013AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 4013AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 4013AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Installation (see C 3.5)

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 4014AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 4014AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 4014AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

Preventative Maintenance (see C 3.6). Price shall be a daily rate (this price is distinguishable from service in that no minor repairs are performed).

| | | | | | |
|--------|-----------------------|---|-----|---------|---------|
| 4015AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 4015AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 4015AC | Power plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Service (See C 3.6 .1 and 3.6.2). The price for Service shall be a daily rate for the types of service or repairs as specified and as accomplished by a journeyman electrician.

| | | | | | |
|---------|-----------------------|---|-----|---------|---------|
| 4016 AA | 250 Kw to 750 Kw | 1 | Day | \$_____ | \$_____ |
| 4016AB | 751 Kw to 1 Mw | 1 | Day | \$_____ | \$_____ |
| 4016AC | Power Plant over 1 Mw | 1 | Day | \$_____ | \$_____ |

Relocating/Recovery of Generators (See C 3.8 and C 6). This is a separate and distinct function from the de-mobilization described for line item 0007.

| | | | | | |
|--------|-----------------------|---|----------|---------|---------|
| 4017AA | 250 Kw to 750 Kw | 1 | Lump Sum | \$_____ | \$_____ |
| 4017AB | 751 Kw to 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |
| 4017AC | Power plant over 1 Mw | 1 | Lump Sum | \$_____ | \$_____ |

SECTION C SPECIFICATIONS EMERGENCY POWER: OPERATION AND MAINTENANCE

SCOPE OF WORK

GENERATOR SET ACTIVITIES

C 1.0 General. The work under this contract consists of supporting all generator set activities for emergency power operations in support of military contingencies. Generator set activities are defined as assessing power needs, preparation, transport, installation, preventive maintenance, service, fueling, relocating and recovering engine-generator sets and associated fuel systems, and transmission/distribution system maintenance. As, and when required by the Government, the Contractor shall provide Contractor Furnished Equipment (CFE). Contractor shall provide all support and logistics required to support contractor personnel. The Contractor shall perform generator set activities twenty-four (24) hours a day, seven (7) days a week including all weekends and holidays. The contractor shall be required to be in compliance with all applicable local ordinances, permits and license requirements. The Contractor shall participate in pre- and post- emergency conferences, workshops, meetings and exercises such as Command Post Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Train Ups as directed by the Government.

C 1.1 Generator sets requirements may range in size up to 1Mw or even Power Stations. The Contractor shall be responsible for providing all labor, transportation, equipment and supervision required in the performance of generator set activities. The Contractor shall be responsible for providing all loading, hauling, and unloading equipment (e.g. cranes, boom trucks, fork lifts, self loaders, flatbed trailers and trucks) necessary for performing the work required by this contract in all types of terrain, during periods of limited visibility and under all weather conditions. The contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of generator sets and equipment to the site. When required, the Contractor shall provide all fuel, fueling equipment and fuel transportation requirements to support generator set activities. The Contractor shall be responsible for providing all hardware as part of his initial Bill of Materials (BOM) required for installation of the generator sets; cabling, conductors, conduits, supports, disconnects, terminations, etc., for both CFE and GFE generators (see Section J for a representative list of the type of BOM used in support of GFE systems).

C 1.2 For generator set activities, each site assessment, preparation, hauling, installing, preventive maintenance, service, fueling, relocating and recovering shall be accomplished at the direction of the Contracting Officer through the issuance of a task order or for Incidental Supplies through a delivery order. Payment shall not be made to the Contractor for work not specifically authorized by the Contracting Officer.

C 1.2.1 For delivery orders, the contractor shall immediately proceed with the order. Issuance of a task order for services shall be considered to be the Notice to Proceed.

(1) Work shall not commence until acceptable Operation Action Plans and schedules have been submitted and approved.

- (2) While the Contractor is operating under acceptable interim plans, the Contracting Officer may retain funds from progress payments in accordance with the Contract Clause entitled Payments under Fixed-Priced Service Contracts until such time as the Contractor submits acceptable final plans.
- (3) If acceptable final plans are not submitted within a reasonable time, as determined by the Contracting Officer, the Contracting Officer may order the Contractor to stop work until such time as acceptable plans have been submitted and approved. Any such stop work order shall not be considered a suspension of work for an unreasonable period of time under the Contract Clause entitled Suspension of Work and the Contractor shall not be entitled to pay adjustments as a result of the stop work order.

C 1.3 Contractor employees shall carry some form of company identification at all times during the execution of this contract. The Contractor shall provide a name list of all preventive maintenance and service personnel, electricians and Master Electricians, drivers and equipment operators, etc, within twenty-four (24) hours of issuance of each task order. In addition, the Contractor shall identify subcontractor individuals used to comply with the requirements of this contract within twenty-four (24) hours of the issuance of each task order. The Contractor shall provide a copy of licenses and certificates of all personnel involved in this contract upon request from the Contracting Officer or authorized representative.

C 1.4 When applicable, the Government's Real Estate representative shall provide the Contractor with two copies of the Government completed Right-of-Entry (ROE) form and an Environmental Baseline Assessment (EBA). It is the intent of the Government to provide these forms at the staging area. Completed ROE forms shall be in English (ROEs in Spanish are furnished for informational purposes only). The completed ROE shall bear the address of the property and the property owner's signature. Work shall be performed only on property identified in the Government-furnished ROE forms. Contractor shall review both ROE and EBA and report any discrepancies to the Contracting Officer or authorized representative. The Environmental Baseline Assessment shall serve as documentation of the condition of the property designated for generator placement and contractor access prior to installation of a generator set. The Contractor shall be responsible of any and all damage to the designated property that is not documented on the EBA. NOTE: ROE's will not typically be required for work under this contract.

C 1.5 The ROE shall be furnished for the sole purpose of generator set assessment, installation, preventive maintenance, service, relocating and recovery. Contractor personnel shall only enter property identified on the completed Government-furnished ROE form and shall enter property only as permitted by the ROE. The Contractor shall be liable for damages at property locations in which the Government did not supply the Contractor with a ROE. The Contractor shall not make any representations to the property owner that may mislead the property owner or may lead the property owner to assume that the Contractor has been authorized by the Government to perform other work.

C 1.6 The Contractor shall perform generator set activities at various locations as designated in the task order. The Contractor shall be responsible for, and shall account for, each GFE generator set until such time as the Contractor is relieved of this responsibility in writing by the Government. The Contractor shall maintain at all times an updated inventory of all sites where GFE generator set(s) have been transported as outlined in C.1.9.

C 1.7 All generator sets shall be on-loaded and off-loaded using spreader bars or equivalent. This is a safety measure and prevents unnecessary, costly damage and downtime. At no time shall metal chains be utilized to on-load/off-load generators. In the event of loss or damage to a generator set, the Contractor shall provide immediate, accurate notification and documentation of the incident to the Contracting Officer or authorized representative. If loss or damage occurs as a result of the fault or negligence of the Contractor, the Contractor shall be responsible for repairing or replacing the item(s) in question at no cost to the Government. Any repairs or replacement of the same shall first be coordinated with the Contracting Officer or authorized representative. The standard for determining fault or negligence shall be the same as that for the Default clause of this contract (ref: FAR 52.249-8).

C 1.8 The Government may have installed some generator sets (GFE-Government Furnished Equipment) prior to the Contractor's arrival. As directed by the Contracting Officer or authorized representative, the Contractor shall assume and perform all required generator set activities for these generator sets. Prior to transfer of responsibility for any previously installed generator set(s), the Contractor shall accompany the Contracting Officer or authorized representative to the installation site to verify the condition of the generator, the installation and the site.

C 1.8.1 The Contractor shall ensure the working-hour meter is in proper working order and shall record the meter reading. If the GFE generator is not equipped with a working-hour meter, the Contractor shall install a working-hour meter. For all previously Government-installed generator sets, the Contractor shall, within twenty-four (24) hours of award of a task order, include these generator sets in the daily property inventory reports outlined in C.1.9. (See B.1.0)

C 1.9 The Contractor shall prepare a daily property inventory report for each generator set turned over to the Contractor to perform generator set activities. As a minimum, the property inventory report shall include the site location, owner's name, ROE number, manufacturer's name, model number, bar code, serial number, kW size, voltage output, phase, listing of accessories (specifically indicating whether the generator set has an enclosure), operational status and problems encountered. In addition, the Contractor shall include in the daily property report an 8.5" by 11" size detailed site map of each generator's location. This detailed site map shall include, as a minimum, name and description of the property (for example, City of Hope Water Treatment Site #2, Tampa Hospital, etc.), a street address or direction and distance from known object and Global Positioning System (GPS) location. The Contractor shall provide his own GPS equipment and shall be proficient in its use prior to mobilization. This report shall be submitted to the Contracting officer or authorized representative no later than 5:00 p.m. each day or at a time designated by contracting officer or authorized representative.

C 1.10 If, through the Contractor's fault or negligence, any damage occurs to existing facilities, equipment, or other real or personal property, the Contractor shall provide immediate, accurate notification and documentation of the incident to the Contracting Officer or authorized representative. The Contractor shall be responsible for repairing or replacing the item(s) in question at no cost to the Government. Any repair or replacement of the same shall first be coordinated with, and approved by, the Contracting Officer or authorized representative.

C 1.11 Within twenty-four (24) hours after receiving notice of contract award, the contractor shall provide to the Contracting Officer and the individuals listed at Section J, a list of key

personnel available twenty-four (24) hours a day in the event a requirement for contract performance arises after regular working hours. As a minimum, this list will include their names, day and evening phone numbers (land and cellular, pager number, etc). The standard for responding by voice communications shall be within thirty (30) minutes. After issuance of the initial task order, the Contractor shall maintain a key personnel roster, updating this roster on a daily basis and making it available upon request from the Contracting Officer or authorized representative.

C 1.12 Geographic Area. The primary purpose of the contract is to provide services in the geographic areas shown in the schedule. The contract will provide for primary response to a given area but the Government reserves the right via the Requirements Clause of this solicitation to issue task/delivery orders to a Contractor for other areas within the U. S. Army Corps of Engineers (COE) area of responsibility not specifically listed in B.2.0. However, the Government reserves the right to use any contract in any area based on the circumstances of the emergency. Any task/delivery order for a region not specifically listed in B.2.0 may be awarded based on price competition among contractors awarded contracts for an affected service area. The contractor shall be entitled to an equitable adjustment in accordance with the Changes clause of the contract for any work ordered and performed outside the geographic areas covered by the contract (see Sections B and H, Special Contract Clauses).

C 2.0 Plan of Operation.

C 2.1 The Contractor shall provide in its proposal a tentative Operations Action Plan overview encompassing C.2.1.1 (A through L) describing how they intend to fulfill the requirements of the Scope of Work. The Contractor shall provide a detailed Operations Action Plan overview encompassing C.2.1.1 (A through L) describing how they intend to fulfill the requirements of the Scope of Work within twenty-four (24) hours of notification of contract award or exercise of an option period. In addition, the Contractor shall provide a mission-specific Operations Action Plan encompassing C.2.1.1 (A through L) detailing their concept of operation within twenty-four (24) hours of issuance of the initial task order. Failure to comply with the above requirements within the time prescribed shall be considered a condition endangering the performance of the contract and may be considered grounds for termination of the contract in accordance with the Default Clause of this contract (reference FAR 52.249-8). The Contractor shall abide by and the Government shall enforce the tentative, detailed and mission-specific Operations Action Plans provided to the Government. The detailed and mission-specific Operations Action Plans shall be approved by the Contracting Officer or authorized representative prior to proceeding with the contract.

C 2.1.1 The Contractor's Operations Action Plans shall include the following Minimum, requirements:

- A. Mobilization Plan (Concept of Operation, time schedule, phasing plan)
- B. Plan for conducting Government directed Assessments (Concept of Operation, qualifications, internal procedures, sample assessment worksheet)
- C. Generator Set Preparation Plan (Concept of Operation, documentation procedures, proposed schedule, internal SOPs)
- D. Plan for Hauling (Concept of Operation, itemized, detailed list of equipment, including quantities and capacities)

E. Plan for Installation of generator sets (Concept of Operation, proposed schedule, documentation procedures, identification of Master Electricians and Journeyman Electricians, internal SOPs)

F. Plan for Preventive Maintenance (Concept of Operation, documentation procedures, proposed schedule, internal SOPs)

G. Plan for Service (Concept of Operation, Response Plan in event of generator malfunction/breakdown, documentation procedures, proposed service schedule, internal SOPs, **transmission/distribution system maintenance and operation**)

H. Fueling Plan (Concept of Operation, proposed equipment, documentation procedures, proposed schedule, Emergency Spill Response Plan, cleanup procedures, internal SOPs)

I. Plan for Relocating and Recovering (Concept of Operation, list of qualified individuals to perform this task, detailed list of equipment and capacities, preparation for storage plan)

J. Demobilization Plan (Concept of Operation, time schedule, phasing plan)

K. Safety Plan (Written safety plan which addresses each major phase of this SOW, Internal Safety Standard Operation Policies and Procedures, key Safety personnel and their qualifications, training and experience levels, Activity Hazard Analysis (specifically for specialized equipment used in performance of work) for each major phase of work, conformance to Corps of Engineer Safety Plan, EM 385-1-1, demonstrated knowledge of local, state and federal safety requirements)

L. Quality Control (QC) Plan (Concept of Operation, personnel qualifications, internal procedures). The Contractor shall ensure that operations during periods of limited visibility are specifically addressed in all Action Plans.

C 2.2 Not later than eight (8) hours after award of the initial task order for services, the Contractor shall provide an Operations Manager knowledgeable in all facets of the Contractor's operation to serve as liaison, with no collateral duties, between the Contracting Officer and the Contractor's senior management at the location determined by the Government. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week and shall be able to immediately contact the Contractor's senior management, via electronic means (fax machine, cell phone and Internet capabilities). This position will not require constant presence of the Operations Manager but the Operations Manager shall be physically capable of responding to the Contracting Officer's representative within thirty (30) minutes of notification. The Contractor is responsible for establishing its own office and providing all related communication and office equipment required to support the Operations Manager. The Operations Manager shall have authority to act on behalf of the company's senior management to make any and all decisions required under the contract and shall have the authority to sign all contractual documents. In areas where English is not the primary language, the Contractor's Operations Manager shall be bilingual in the host country language. It is desirable that field crew foreman and supervisors also be bilingual.

C 3.0 Execution of Work-Services

C 3.1 Mobilization

The Contractor shall commence mobilization and be ready to provide generator set activities not later than seventy-two (72) hours of issuance of the initial task order. All personnel, supplies and equipment required for the initial placement of generator sets of various sizes shall be onsite at a

location designated by the Contracting Officer or authorized representative in the initial task order (see C 2.1.1).

C 3.2 Assessments. It is anticipated that the Government representatives shall make the majority of assessments but the Government reserves the right to task the Contractor to perform the same. The purpose of the assessment is to determine generator set requirements. The Contractor shall have trained personnel capable of making power and generator set assessments, to include assessing hook-up requirements. The Government will prioritize the assessment order. After mobilization, Contractor shall be capable of responding within two (2) hours of receiving issuance of a task order to assess power needs. The Contractor shall provide a written assessment worksheet of the power and generator set requirements. The Government shall provide the Contractor with either a Government assessment worksheet or the minimum requirements for the assessment worksheet. The Contractor shall identify multiple generator set sizes on the assessment worksheet in the event the required generator set size is not available to satisfy a particular requirement. The assessment worksheet shall be completed and submitted to the Contracting Officer or authorized representative within six (6) hours after issuance of a task order for the assessment (see C.2.1.1 (b)).

C 3.3 Preparation.

C 3.3.1 At the Government's generator set staging area, the Contractor is responsible for conducting a complete preparatory preventive maintenance check of all components of the generator set and Government furnished Bill of Materials. The Government will prioritize the preparation order. All deficiencies discovered by the Contractor shall be immediately reported to the Contracting Officer or authorized representative. Each generator set shall be given a complete initial preventive maintenance check to include petroleum, oils and lubricants (POL), battery check, working-hour meter check, and coolant check. All fluids shall be filled to their proper levels. The Contractor shall provide fueling capability at the staging area. The Contractor shall inventory all equipment designated as part of a generator set, to include operating manuals (if any), and Bill of Materials (cables, connectors, etc.). The Contractor shall comply with all applicable state/territory/commonwealth and local environmental regulations at the staging area.

C 3.3.2 All generator reconfigurations shall be completed at the staging area. Configurations shall be performed in accordance with manufacturer's specifications.

C 3.3.3 Only upon the direction of the Contracting Officer, or authorized representative, the Contractor shall conduct load bank test at the staging area to determine mission capability. Generator shall be operated a minimum of thirty (30) minutes at 80% load capacity.

C 3.4 Transportation. The Contractor is responsible for providing all equipment and personnel necessary to on-load and offload generator sets and associated fuel systems. The Government will prioritize the hauling order. Contractor shall haul generator sets from any location to any location within the contract's geographic area as designated by the Contracting Officer or authorized representative. The Contractor is responsible for complying with all local laws or regulations. The Contractor shall provide all required roadmaps, atlases, etc. If the Contractor does not install the generator set, the Contractor shall be paid for transporting (hauling) only.

C 3.5 Installation. After mobilization, the Contractor shall be capable of responding within four (4) hours of receiving issuance of a task order to install, relocate, or remove GFE generator sets. The Government will prioritize the installation order. The Contractor shall provide all personnel and equipment to install generator set activities during periods of limited visibility. The Contractor shall comply with all requirements of the most current edition of the US Army Corps of Engineers EM 385-1-1 which is available at: <http://www.hq.usace.army.mil/soh/hqusace.soh.htm> (select the icon for “EM-385-1-1”. The contractor shall comply with the latest version that is in effect on the date of the solicitation). See, also, Section H of the solicitation, SAFETY REQUIREMENTS.

C 3.5.1 All electricians shall be licensed. At a minimum, a certified journeyman electrician with three years of experience (minimum), shall make all installations. Connections to load shall be made in accordance with NFPA-70, National Electrical Code (NEC) - the edition in force at the time solicitation is issued - and all local codes, rules and regulations and generator manufacturer's specifications. The Contractor shall provide all cabling and other accessories necessary for completing the installation. Connections to the load shall be made with conductors capable of handling the load in accordance with manufacture ratings. Utility power conductors shall be disconnected from the main switch at the site prior to installation, to ensure that generator power will not feed into utility lines and that utility power shall not be connected with the generator in operation. The wiring at the site shall be inspected for safe conditions and shall be tested with a megaohmmeter for shorts and grounds. A generator shall not be connected to unsafe wiring. Any wiring deficiencies shall be reported to the contracting officer or authorized representative.

C 3.5.2 The Contractor shall ensure the working-hour meter is in proper working order and shall record the meter reading no later than the time of installation. If the generator is not equipped with a working-hour meter, the Contractor shall install a working-hour meter (see Section B.1.0).

C 3.5.3 The complete installation shall be initially started and tested for operational compliance by a licensed electrician.

C 3.5.4 At the installation location, the Contractor shall furnish, as a minimum, fuel absorption matting which shall be placed under fueled equipment. Matting shall have an impermeable backing to prevent the fuel from contaminating the soil supporting the equipment. In the event matting is unavailable, heavy-duty tarp may be substituted. Heavy-duty tarp shall be reinforced, oil-resistant type that shall be supported to contain any spilled fuel. Spilled fuel shall be removed promptly and properly disposed of as required. Upon completion of this work, the Contractor shall dispose of matting, tarp, spilled and contaminated fuel in accordance with state/territory/commonwealth and local environmental disposal regulations.

C 3.6 Preventive Maintenance/Service. The Contractor shall provide all preventive maintenance necessary for ensuring continuous operation of the generator sets. Contractor shall have qualified personnel trained in power generator maintenance, to include all components of the generator set. Each generator set shall be maintained in accordance with manufacturer's specifications and recommendations. The Contractor shall provide the Contracting Officer or authorized representative a Preventive Maintenance daily schedule. Daily operational checks

shall include, but not limited to, checking working-hour meter for operation, checking battery level, checking coolant, checking oil levels, checking fuel levels and filling all fluids to proper levels. In addition, the technician shall conduct a visual inspection of all external components (connections, hoses, belts, cables, etc) for serviceability and excess wear and tear and of the area around the generator set for signs of fluid leakage. Daily check sheets shall be logged and documented showing date checked, hour meter reading and technician's initials. Sheet shall be protected with a rainproof covering furnished by the Contractor. The Contracting Officer or authorized representative shall inspect to ensure proper preventive maintenance procedures are accomplished. All preventive maintenance documentation shall be furnished to the contracting officer or authorized representative on, at a minimum, a weekly basis, or upon request.

C 3.6.1 Each generator set shall be checked for operational service status based on fuel consumption estimates and frequency of manufacturer's recommended services. Each generator set shall be serviced a minimum of every ten (10) days or as directed by the Contracting Officer or authorized representative if manufacturer's recommended services can not be ascertained. Service shall include changing oil and oil filter(s), fuel filter(s) at manufacturer's recommended interval or as directed by the Contracting Officer or authorized representative. Engine lubrication oil shall be equal to the manufacturer's specified brand and grade for operating under extreme environmental conditions. When oil filter(s) are replaced, date and hour meter reading shall be noted on the filter using a permanent marker. All other fluids shall be maintained in accordance with the generator set manufacturer's recommendations. All fluids and contaminated fuel shall be removed promptly and properly disposed of in accordance with local environmental disposal regulations.

C 3.6.2 The Contractor is responsible for minor maintenance service repairs to GFE gensets and the transmission/distribution system (assumed to be 4.16 Kv) as a result of normal wear and tear. Minor repair shall be any repair that is external to the generator engine set with parts and labor estimated less than \$2500.00 (See B 1.0).

C 3.6.3 In the event of a generator malfunction or breakdown, the Contractor shall mobilize for a specific incident within thirty (30) minutes after notification by the Contracting Officer or authorized representative of the problem. The contractor shall immediately notify the Contracting Officer or authorized representative of each malfunction or breakdown the contractor discovers for instructions on how to proceed.

C 3.6.4 At the direction of the Contracting Officer, or an authorized representative, GFE generators requiring major repairs shall be replaced by a CFE generator of equivalent size and the replaced generator returned to Government storage. If a CFE generator requires major repair, it shall be substituted with an equivalent size unit.

C 3.6.5 Service records shall be maintained on all serviced, GFE generator sets. The contractor shall provide to the Contracting Officer or authorized representative no later than the daily reporting time a contractor furnished service ticket for each generator set serviced that day. Minimum information on the service ticket includes brand, model, kW, barcode number, location, list of parts and quantity of fluids used. The contractor shall coordinate all scheduled services with the user and Contracting officer, or authorized representative, and shall notify the Contracting Officer, or authorized representative, of any scheduling conflicts. For operation of

all GFE, the Contractor shall furnish weekly run time sheets with the total number of Kw produced and engine hours run.

C 3.7 Fueling operations.

C 3.7.1 Fueling of generator sets is a separate function from the preparation, transport, preventive maintenance and service descriptions. It is a separate contract line item number (CLIN). Prior to beginning work, the Contractor shall provide to the Government's Environmental Engineer, for review, the Contractor's written Emergency Spill and Response Plan. See C 2.1.1

C 3.7.2 Fueling shall be accomplished in accordance with safety procedures. Generator sets shall be fueled, by the Contractor, on an as-needed basis with initial fueling accomplished at time of installation. At no time shall the generator be allowed to run out of fuel. Only the appropriate fuel and grade of fuel shall be used in accordance with manufacturer's specifications. Generators damaged as a result of running out of fuel or being fueled with the wrong type of fuel shall be the responsibility of the Contractor. Repair or replacement of the generator shall be at the sole expense of the Contractor. The Contractor shall not delegate the fueling responsibility to the user of a generator set. If the Contractor cannot access a site for fueling (i.e. locked gate, access denied by guard, etc.), the Contractor shall immediately contact the Contracting Officer or authorized representative.

C 3.7.3 At each fueling, to include initial fueling at the staging area, the Contractor shall record on a ticket furnished by the Contractor the following information: the manufacturer's name, model, and serial number of the generator; kW size; date; location; reading on working-hour meter; and quantity and type of fuel. A copy of each fueling ticket must be submitted with requests for payment under the fuel line item. The Government shall allow a maximum of .07 gallons of fuel, per kW, per hour.

C 3.7.4 Spilled fuel and contaminated fuel shall be removed promptly and properly disposed of in accordance with local and (or) host country environmental disposal regulations. The Contractor shall be responsible for clean up of all spilled fuel. Apart from the generator set's external fuel tank, fuel shall not normally be stored at the generator site.

C 3.8 Relocating and Recovering Generator Sets.

C 3.8.1 The Contractor shall provide all equipment and personnel required to relocate and recover generator sets. Contractor shall be capable of responding within two (2) hours of receiving issuance of a task order from the Contracting Officer or authorized representative to commence relocation or removal of generator sets. The Government will prioritize the order for relocation and recovery of generator sets. The Contractor shall comply with all requirements of the most current edition at time of contract award of the US Army Corps of Engineers EM 385-1-1

C 3.8.2 A journeyman electrician, with a minimum of three years of experience, shall disconnect all generator sets. Disconnection to load shall be made in accordance with all local codes, rules and regulations. The Contractor shall either remove or tape external (service) wiring to prevent possibility of electrical shock. Utility power conductors shall be reconnected from the main switch at the site.

The wiring at the site shall be inspected for safe conditions and shall be tested with a megohmmeter for shorts and grounds. A generator shall not be reconnected to unsafe wiring. Any wiring deficiencies shall be reported to the Contracting Officer or authorized representative.

C 3.8.3 When removing a GFE generator set from service, the Contractor shall disconnect it (conductors shall be removed, not cut), clean it, record the reading on the working-hour meter, change the oil, oil and fuel filter(s) if directed by the Contracting Officer or authorized representative), check the battery, check the coolant, and fill all fluids to their proper levels. The generator's exhaust port shall be made weatherproof by means of a securely fastened metallic cap. Wiring, cabling, lugs, connectors and other hardware shall accompany the relocated or recovered generator sets. The Contractor shall either return the GFE generator set to the Government's storage site, or haul and install it at a site designated by the Contracting Officer or authorized representative.

C 3.8.4 Contractor shall be responsible for reconnection to utility service upon removal of each generator set and coordination with the local electrical utility provider through the Contracting Officer or authorized representative. Removals, relocations, and recoveries shall be included in the daily status report. When directed by the Contracting Officer or authorized representative to return a GFE generator set to the government's storage site for temporary storage, the contractor may leave remaining fuel in the day tank.

C 3.8.5 When directed by the contracting officer or authorized representative to return the GFE generator set for permanent storage at the Government's storage site, the Contractor shall first remove all fuel. The Contractor shall pressure wash all generators returned for permanent storage. Prior to permanent storage and in accordance with manufacturer's requirement for long-term storage, generator sets shall be serviced and made ready for future use.

C 3.8.6 The Contractor shall provide all equipment and personnel necessary to on-load and offload generator sets and associated fuel systems during relocating and recovery operations (see C 1.7 and C 3.4).

C 4 Site Remediation. The Contractor shall ensure an installation site is returned to its previous condition as noted on the initial EBA. In addition, the Contractor shall coordinate with the US Army Corps of Engineers Environmental Engineer who shall inspect and notify the Contracting Officer or authorized representative of clearance from an installation site.

C 5 Hazardous, Toxic, and Radiological Waste Disposal. The Contractor shall provide HTRW containment equipment/supplies for use at the generator set staging area and generator set placement sites. Contractor shall be responsible for disposal of all waste materials. The Contractor shall be responsible for the recovery and proper disposal of all used fuels,

contaminated fuels, filters, rags, batteries, used oils and filters, and all other materials related to the maintenance and service of the generators and all other hazardous materials. In addition, the Contractor shall coordinate with the US Army Corps of Engineers Environmental Engineer who shall inspect and notify the Contracting Officer or authorized representative of clearance from the generator set staging area.

C 6 Demobilization. All personnel, supplies and equipment required to recover the generator sets shall complete demobilization no later than forty-eight (48) hours after issuance of the task order (see C.2.1.1).

C 7 Safety. The Contractor shall provide a written Safety Plan which addresses each phase of the SOW. The Contractor shall provide an Activity Hazard Analysis that addresses each phase of the SOW. Contractor shall provide all safety equipment in accordance with OSHA standards to include personnel reflective gear use for use at staging areas and installation sites during periods of limited visibility. The Contractor shall designate a supervisory person to be present on the site, overseeing work at the site. The person may have additional duties as crew foreman. The Contractor shall comply with all requirements of the US Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, current edition at the time of contract award.

C 8 Conferences/Meetings. The Contractor shall participate in pre- and post-emergency conferences, workshops, meeting and exercises such as Command Post Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Train Ups etc., (see Section B 1.0).

C 9 Inspection and Acceptance. The Government may inspect the work as the Contractor progresses. However, the Government reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until all generator set activities have been satisfactorily completed.

SECTION D PACKAGING/PACKING AND MARKING

- D-1 MARKING: Any delivery orders for BOM (Bill of Materials) supplies shall be marked in accordance with the most current edition of MIL-STD-129, Standard Practice for Military Marking.
- D-2 PACKAGING/PACKING:
- a. CONUS (Continental United States) deliveries: All delivery orders shall be packaged/packed in accordance with normal commercial practice for the commodity acquired.
 - b. OCONUS (Outside Continental United States): All items shall be consolidated and export packaged/packed. Shipments designated for U.S. Military air transportation shall be palletized on “463 L Pallets” in accordance with the most current edition of MIL-STD-147.

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SECTION E - INSPECTION AND ACCEPTANCE

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SECTION E INSPECTION AND ACCEPTANCE

52.246-1 Contractor Inspection Requirements (Apr 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

52.246-2 Inspection of Supplies -- Fixed-Price (Aug. 1996)

- (a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at

no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no

increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

Section F - Deliveries or Performance

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NOTE TO OFFERORS: The following clause applies only to delivery orders issued for line items 0010, 1010, 2010, 3010, and 4010.

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997) -
ALTERNATE III (APR 1984)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

| ITEM NO. | QUANTITY | WITHIN DAYS AFTER DATE OF CONTRACT |
|----------|----------|--|
| _____ | ALL | _____ 10 calendar days OCONUS |

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE
[Contracting Officer insert specific details]

| ITEM NO. | QUANTITY | WITHIN DAYS AFTER DATE OF CONTRACT |
|----------|----------|--|
| _____ | ALL | _____ 15 calendar days OCONUS |

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

| ITEM NO. | QUANTITY | WITHIN DAYS AFTER DATE OF CONTRACT |
|----------|----------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

52.247-52 Clearance and Documentation Requirements -- Shipments to DoD Air or Water Terminal Transshipment Points (Apr 1984)

All shipments to water or air ports for transshipment to overseas destinations are subject to the following requirements unless clearance and documentation requirements have been expressly delegated to the Contractor:

- (a) At least 10 days before shipping cargo to a water port, the Contractor shall obtain an Export Release from the Government transportation office for --
 - (1) Each shipment weighing 10,000 pounds or more; and
 - (2) Each shipment weighing less than 10,000 pounds; if the cargo either --
 - (i) Is classified Top Secret, Secret, or Confidential;
 - (ii) Will require exclusive use of a motor vehicle;
 - (iii) Will occupy full visible capacity of a railway car or motor vehicle;
 - (iv) Is less than a carload or truckload, but will be tendered as a carload or truckload; or
 - (v) Is to be shipped to an ammunition outloading port for water shipment;
 or
 - (3) Each shipment weighing less than 10,000 pounds if the cargo consists of --
 - (i) Narcotics;
 - (ii) Perishable biological material;
 - (iii) Vehicles to be offered for driveaway service;
 - (iv) Explosives, or other dangerous articles classified as A, B, or C explosives;
 - (v) Poisons, classes A, B, or C; or
 - (vi) Radioactive material, as defined in 49 CFR 170-179.

(b) The Contractor is cautioned not to order railway cars or motor vehicles for loading until an Export Release has been received.

(c) If the Contracting Officer directs delivery within a shorter period than 10 days, the Contractor shall advise the transportation office of the date on which the cargo will be ready for shipment.

(d) At least 5 days before shipping cargo to either a water port or an airport (regardless of the weight, security classification, or the commodity description), the Contractor shall provide the Government transportation office the information shown in paragraph (e) below to permit preparation of a Transportation Control and Movement Document (TCMD).

(e) When applying for the Export Release in paragraph (a) above or when providing information for preparation of the TCMD in accordance with paragraph (d) above, the Contractor shall furnish the --

- (1) Proposed date or dates of shipment;
- (2) Number and type of containers;
- (3) Gross weight and cube of the shipment;
- (4) Number of cars or trucks that will be involved;
- (5) Transportation Control Number(s)(TCN) as required for marking under MIL-STD-129 or Federal Standard 123; and
- (6) Proper shipping name as specified in 46 CFR 146.05 for all items classified as dangerous substances as required for marking under MIL-STD-129.

(f) All movement documents (Government or commercial bills of lading or other delivery documents) shall be annotated by the Contractor with the --

- (1) Transportation Control Number, Consignor Code of activity directing the shipment; i.e., cognizant contract administration office, purchasing office when contract administration has been retained, or a Contractor specifically delegated MILSTAMP responsibilities in the contract, whichever is appropriate, Consignee Code, and Transportation Priority for each shipment unit;
- (2) Export Release Number and valid shipping period, if stated (if expired, the Contractor shall request a renewal); and
- (3) Cubic foot measurement of each shipment unit.

(g) All annotations on the movement documents shall be made in the "Description of Articles" space except, on Government bills of lading the Export Release number and shipping period shall be entered in the space entitled "Route Order/Release No."

(h) The Contractor shall --

- (1) Mail a copy of the commercial bill of lading or other movement document to the transshipment point; and
- (2) Give a copy of the commercial bill of lading or other movement document to the carrier for presentation to the transshipment point with delivery of the shipment.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

CONTRACT ADMINISTRATION DATA

G 1 ACCOUNTING AND APPROPRIATION DATA:

To Be Shown on individual orders issued against the contract.

G 2 CONTRACT ADMINISTRATION:

U.S. Army Engineer District, Philadelphia
Attn: CENAP-CT-S
Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania 19107-3390

G 3 PAYMENT BY:

U.S. Army Corps of Engineer Finance Center
5722 Integrity Drive
Millington, TX 38054-5005

G 4 INVOICE INSTRUCTIONS:

To better ensure timely payment, the contractor shall provide one copy of each invoice to the COT (Contracting Officer's Technical Representative). Simultaneously, the contractor shall send an original invoice to the above designated payment office. All payment questions should first be directed to the FINANCE CENTER (901-874-8650).

It is critical that the Contract number and Task, or Delivery, Order number be included on all applicable invoices.

G 5 ORDERING INSTRUCTIONS

Authorized Users: Task or delivery orders may be issued by any U. S. Army Corps of Engineers' Contracting Officer within the North Atlantic Division or Contracting Officer assigned to assist in Emergencies for the geographic location specified in the contract(s). All USACE Contracting Officers assigned to issued orders under the contract are hereby appointed as Ordering Officers, pursuant to AFARS 1.602-2-91 (this authority cannot be re-delegated). Ordering Officer issuing task or delivery orders against these contracts will provide their name, phone and fax number and electronic mail address to the contractor.

Task Orders: Ordering Officer are responsible for the completion of any and all administrative or contractual actions for the Task/Delivery orders they have issued.

Services shall be scheduled against these requirements contracts by issuance of a Task Order. Only the Contracting Officer or a USACE Ordering Officer for these contracts has the authority to order supplies/services against these contracts. No other Government employee has such authority. The Ordering Officers do not have authority to change or modify or change any of the terms and conditions of the contract. The contractor is specifically directed to refrain from furnishing supplies/services that have not been ordered by a Contracting Officer or any USACE Ordering Officer. Failure to follow this direction may relieve the Government of liability for payment for unauthorized orders.

PCO (Procuring Contracting Officer): The PCO (or designated successor) is the sole individual authorized to change any of the terms and conditions of the contract, and notwithstanding any provision contained elsewhere in this contract, said authority remains solely with the PCO (or designated successor).

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

a) Definition. "Contracting Officer's Representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

Note to Offerors: The Government may also appoint Contracting Officer's Technical Representative (COTR) as applicable.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H 1 REQUIRED INSURANCE

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the laws of the country in which the work is to be performed under this contract.
Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.
Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the U. S. Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the Country in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

H 3 SAFETY REQUIREMENTS—SERVICE CONTRACT

The Contractor shall comply with the applicable portions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, latest edition in effect at time of solicitation issuance, and all changes and amendments thereto, (for review see web site: <http://www.usace.army.mil>)

(To print document, Adobe Acrobat™ is required for downloading)

H 4 HAZARD COMMUNICATION

General requirements are as follows:

- (1) Provide a written program describing implementation method of the above referenced standard.
- (2) Ensure that Contractor's personnel are informed about health and physical hazards associated with materials to be used.
- (3) Ensure that a hazardous material inventory is available to the Government upon request.
- (4) Ensure proper labeling of hazardous material containers.
- (5) Ensure availability of a Material Safety Data Sheet on site.

H 5 TYPE OF CONTRACT

The U.S. Army Corps of Engineers intends to award firm, fixed price, Requirements contract with four option periods as a result of this solicitation. (See Section L). The Requirements

portion for the base year and each of the option periods shall not exceed \$50,000,000.00 per contract. The Requirements portion of this contract contains no minimum order guarantee.

See also Section I clauses entitled "Requirements Contract, IDC Contracts, Ordering Limitations"

H 6 MOBILIZATION OF ADDITIONAL CONTRACTORS

The U.S. Army Corps of Engineers will utilize this contract to supplement its' Prime Power Battalion, when necessary, for all requirements up to \$50,000,000.00. In the event of contingency requirements for emergency power missions estimated in excess of the \$50,000,000.00, the Corps of Engineers reserves the right to mobilize additional contractors if determined to be necessary in order to meet such mission requirements.

H 7 SCOPE AND PURPOSE OF CONTRACT

(a) Type of emergency. The primary purpose of each contract is to provide temporary power services in support of military contingency responses; however, the Government reserves the right to use the contract to provide services for all types of emergencies, including natural or manmade disasters.

(b) Geographic area. The primary purpose of the contract is to provide services for the areas for which it is written; e.g., the primary purpose of the contract issued by the Philadelphia District is to provide services in the designated geographical areas. However, the Government reserves the right to allow any of the USACE Divisions/Districts to issue task or delivery orders on any contract awarded from this solicitation.

H 8 ORDERING INSTRUCTIONS

Authorized Users: Task Orders or Delivery Orders may be issued by any U.S. Army Corps of Engineers (USACE) Contracting Officer (or other designated Contracting Officers assigned to assist in Emergencies) for the geographic locations specified in this contract. All USACE Contracting Officers assigned to issue Task Orders or Delivery Orders under this contract are hereby appointed as Ordering Officers, pursuant to AFARS 1.602-2-91, this authority cannot be re-delegated. Ordering Officers issuing Task or Delivery Orders against this contract, will provide their name, phone and fax number and electronic mail address to the contractor.

Delivery Orders: Incidental supplies shall be ordered against the contract by a Delivery Order

Task Orders: Services shall be scheduled against this contract by issuance of a Task Order.

Ordering Officers are responsible for the completion of any, and all, administrative/contractual actions for the Task Orders they have issued. The contract maximum order limitation is stated in Section H under the Contract Value paragraph and in Section I. Payment and Performance bonds are required only for a Task Order in accordance with Section H under the Performance and Payment Bonds paragraph.

Only the Procuring Contracting Officer (or a USACE Ordering Officer) for this contract, has authority to order supplies/services against this contract. No other Government employee, including any appointed Contracting Officer's Representative (COR), has authority to order supplies/services. The Ordering Officer has no authority to change or modify any of the

requirements or terms and conditions of this contract. The Contractor is hereby specifically directed to refrain from furnishing supplies/services that have not been ordered by the Contracting Officer or any USACE Ordering Officer for this contract. Failure to follow this direction may relieve the Government of liability for payment for supplies/services that were ordered by unauthorized employees.

Task/Delivery Orders shall contain:

Date and time of issuance of the Order (in local time)

Contract line items and quantity ordered.

Place of performance address.

Date and time for services to be performed.

Contracting/Ordering Officer name, address and telephone number.

Government Point of Contact for place of performance.

Contracting Officer Representative (COR) name and phone number, if applicable.

Name and address of Point of Contact to where invoices are to be submitted.

H 9 PCO (PROCURING CONTRACTING OFFICER)

The PCO is the only person authorized to approve changes to any of the requirements/terms and conditions under this contract, and notwithstanding any provision contained elsewhere in this contract the said authority remains solely with the PCO. In the event the Contractor effects any change at the direction of any person other than the PCO the change will be considered to have been without authority.

U.S. Army Corps of Engineers, Philadelphia District
100 Penn Square East, Rm 643
Wanamaker Building
Philadelphia, PA 19107-3390
USA

Procuring Contracting Officer: Robert Sharamatew, 215-656-6770
(Name and Phone No.)

Contract Specialist: Primary-William A. Bailey
(Name and Phone No.) 215-656-6932

Alternate-Karyn D. Johnson
215-656-6924

DISTRIBUTION FOR TASK ORDERS, MODIFICATIONS TO TASK ORDERS AND
DD350's/DD1057's/DD1594's

| | TASK ORDERS/MODIFICATIONS | DD350's/DD1057's & DD1594's |
|-----|--|--------------------------------|
| (1) | Issuing Office | 1 Copy |
| (2) | POC (Name of District) | 1 Copy |
| | 1 Copy within one working day after action date – fax to (Fax No.) 215-656-6780 | |
| (3) | (Contractor's Co. Name) (Address Line) (Address Line) (Phone No.) (Fax No.) | 1 Copy |

Points of Contact: (Name & Title)

(Name & Title)

Email: (Name – e-mail address)

TASK/DELIVERY ORDERS ARE TO BE NUMBERED IN ACCORDANCE WITH THE
ARMY ACTIVITY ADDRESS NUMBERS, DFAR APPENDIX G, G-102 PART 2:

(Number) U.S. Army Engineer District, (Name of District)
Attn: CENAP-CT
(Address Line)
(Address Line)

REMITTANCE ADDRESS—SUPPLIES/SERVICES CONTRACT

() Check if remittance address is different from name and address of offeror as shown on Page 1,
Block 15A, of Standard Form 33. Enter remittance address below:

NAME AND ADDRESS (Street, County, State, and Zip code):

Area Code and Telephone No. _____

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Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUL 1995) -- ALTERNATE I (OCT 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of

commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting

from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic

Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR

record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: Catalog, product, and (or) market price sheets

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from December 1, 2004 through November 30, 2005, or for any exercised option period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government

deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00 insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$50,000,000.00.

(2) Any order for a combination of items in excess of \$50,000,000.00.

(3) A series of orders from the same ordering office within 7 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office 10 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in

accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the contract, or any exercised option period.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 350 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause--

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes," include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of

Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.237-8 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS. (AUG 2003)

(a) The Federal Acquisition Regulation (FAR), at 31.205-6(g)(6), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the agency grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that--

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for (i) members of the armed forces stationed or deployed outside the United States, or (ii) employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION
ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The

DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on

inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an

economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2003) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

| | |
|--------------|---|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a). |
| 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631) |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) |

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
- (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;
- (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases

made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DEC 2003)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of

Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply. **

**Note to Offerors: See contract clause 52.215-21 Alt IV, herein.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean

shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
| | | |
| | | |
| | | |
| TOTAL | | |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHEMENTS

| Item | Title | Pages |
|------|---|-------|
| 1. | Past Performance Format-Key Personnel | J-2 |
| 2. | Past Performance, Specialized Experience | J-3 |
| 3. | Emergency Power Solicitation Question Format | J-5 |
| 4. | Guide Sample of Contingency BOM (Bill of Materials) | J-6 |

PAST PERFORMANCE FORMAT
PROJECT KEY PERSONNEL

Provide information, listed below, on separate sheets showing qualifications of: Project Manager, Operations Manager, Field Site Supervisor/Superintendent, Chief Electrician, Chief, Quality Control and Safety Manager. Use continuation sheets, if necessary.

Your Name and Title: _____

Name of Your Firm: _____

Your assignment on this Project: _____

No. Years: With this Firm: _____ With other Firms: _____

Education: Degree(s)/Year/Specialization: _____

Active Registration: No: _____ State: _____ Year: _____

Specific Experience and Qualifications Relevant to this Project:

PAST PERFORMANCE FORMAT
OFFEROR'S SPECIALIZED EXPERIENCE IN EMERGENCY POWER

Provide the following information to show examples of your experience within the last 6 years with projects of similar type and scope. Use separate sheets as necessary.

Your Firm's Name:

Name of Project:

Location of Project:

Customer:

General Scope of Project:

Contract Cost (in U. S. Dollars) _____

Your Role (Prime, Joint Venture, Subcontractor, etc) and Work your Company Self Performed:

Extent and Type of Work Subcontracted Out:

Dates of Project: Start: _____ Completed: _____

Your Performance Evaluation by Owner: _____

Were you Terminated or Assessed Liquidated Damages? (if either "Yes", explain)

Past Performance Format, Specialized Experience: cont.

Customer's Point of Contact for Reference (Name):

Company:

Telephone Number of Reference POC:

**EMERGENCY POWER
SOLICITATION QUESTIONS**

COMPANY: _____

POINT OF CONTACT: _____

QUESTION: _____

REFERENCE: _____

ANSWER (To be completed by Contracting Specialist): _____

Fax Questions to: William A. Bailey, 215- 656-6780 or

E-mail: William.A.Bailey@nap02.usace.army.mil

GUIDE SAMPLE OF CONTINGENCY BOM (Bill of Materials)

The enclosed pages entitled "Section J Addendum" is a representative sample of the types of Incidental Supplies that may be ordered to replenish/support GFE (Government Furnished Equipment) deployed to a contingency area. Offerors should note that where a brand name is listed, the brand name represents the minimum requirement. Should Incidental Supplies be ordered under a resultant contract, no substitution will be permissible without the prior approval of the U. S. Government. The brand name products listed are components for generator sets or transmission and distribution systems that the U. S. Government already possesses and it is not practicable for the Government to make wholesale substitutions of its inventory.

Offerors are required to price the attached pages and to submit the BOM as TAB 6 of Volume II Price Proposal.

| | A | B | C | SECT J ADDENDUM | E | F | G | H |
|----|--------|---------------------------------|-----------------|-----------------------------------|-----------|----------|-------|----------|
| 1 | BOM | INCIDENTAL SUPPLIES | POTENTIAL | | | NOMINAL | UNIT | EXTENDED |
| 2 | ITEM # | DESCRIPTION | SUPPLIER | CATALOG # | UNIT ISSU | QUANTITY | PRICE | PRICE |
| 3 | 28 | Cable, Bare | Various | BARE-CU-SD-2/0-19STR-1000 | ROLL | 1000' | | |
| 4 | | 2/0 AWG | | BARE CU, Stranded | | | | |
| 5 | 29 | Wire, Bare | Various | BARE-CU-SD-6-7STR-315S | ROLL | 315 | | |
| 6 | | #6 CU | | BARE CU, Stranded | | | | |
| 7 | 30 | Wire, Bare | Various | BARE-CU-SD-8-7STR-500S | ROLL | 500 | | |
| 8 | | #8 AWG | | BARE CU, Stranded | | | | |
| 9 | 31 | Wire, Bare | Various | BARE-CU-SD-4/0-19STR-1000 ft roll | ROLL | 1000' | | |
| 10 | | 4/0 AWG | | BARE CU, Stranded | | | | |
| 11 | 32 | Dead Break Elbow, 600 Amp | Thomas & Betts | DEAD BREAK ELBOW, 600 Amp | EA | 1 | | |
| 12 | | 500 MCM Cable | | | | | | |
| 13 | 33 | Ground Rod | Enrico Products | 613400 | EA | 1 | | |
| 14 | | 3/4" x 10' CU Clad | | | | | | |
| 15 | 34 | Clamp, Ground Rod | Enrico Products | CP-34 | EA | 1 | | |
| 16 | 35 | Cable Cutter | Klein Tools | 63060 | EA | | | |
| 17 | | 10" Ratcheting | | | | | | |
| 18 | 36 | Tape, Insulation | 3M | SUPER33PLUS34X66FT | ROLL | 10 | | |
| 19 | | 33+ Jacketing, Black | | | | | | |
| 20 | 37 | Tape, Coding | 3M | 35-RED-3/4X66FT | ROLL | 5 | | |
| 21 | | RED | | | | | | |
| 22 | 38 | Tape, Coding | 3M | 35-BLUE-3/4X66FT | ROLL | 5 | | |
| 23 | | BLUE | | | | | | |
| 24 | 39 | Tape, Coding | 3M | 35-WHITE-3/4X66FT | ROLL | 5 | | |
| 25 | | WHITE | | | | | | |
| 26 | 40 | Tape, Coding | 3M | 35-GREEN-3/4X66FT | ROLL | 5 | | |
| 27 | | GREEN | | | | | | |
| 28 | 41 | Tape, Coding | 3M | 35-BROWN-3/4X66FT | ROLL | 5 | | |
| 29 | | BROWN | | | | | | |
| 30 | 42 | Tape, Coding | 3M | 35-YELLOW-3/4X66FT | ROLL | 5 | | |
| 31 | | YELLOW | | | | | | |
| 32 | 43 | Tape, Coding | 3M | 35-ORANGE-3/4X66FT | ROLL | 5 | | |
| 33 | | ORANGE | | | | | | |
| 34 | 44 | Tape, Insulation | 3M | 130C-2X30FT | ROLL | 5 | | |
| 35 | | 130C, 30' | | | | | | |
| 36 | 45 | Tape, Insulation | 3M | 70-1X30FT | ROLL | 5 | | |
| 37 | | 70-Self-Fusing, 30' | | | | | | |
| 38 | 46 | Lockout Device, multiple lock | Panduit Corp. | PSL-1.5A | EA | 1 | | |
| 39 | 47 | Tag, Safety Lockout Primary | Panduit Corp. | PVT-23 | PACK | 5 | | |
| 40 | 48 | Tag, Safety Lockout Secondary | Panduit Corp. | PVT-41 | PACK | 5 | | |
| 41 | 49 | Sign, Hazardous Area | Panduit Corp. | PRS1014B365 | EA | 1 | | |
| 42 | 50 | Sign, Hazardous Area | Panduit Corp. | M2632PSPL | EA | 1 | | |
| 43 | 51 | Sign, Hazardous Area | Panduit Corp. | M9713HPP | EA | 1 | | |
| 44 | 52 | Sign, Hazardous Area | Panduit Corp. | M2565HPP | EA | 1 | | |
| 45 | 53 | Sign, Hazardous Area | Panduit Corp. | PPS0710D77 | EA | 1 | | |
| 46 | 54 | Sign, Hazardous Area | Panduit Corp. | PRS1014D73 | EA | 1 | | |
| 47 | 55 | Bolt, 1/4" x 1", HEX | Mettalics | HTB2 1/4X1 HEX TAB BOLT | BOX | 100 | | |
| 48 | 56 | Bolt, 1/4" x 2", HEX | Mettalics | HTB4 1/4X2 HEX TAB BOLT | BOX | 100 | | |
| 49 | 57 | Bolt, 3/8" x 1", HEX | Mettalics | HTB45 3/8X1 HEX TAB BOLT | BOX | 100 | | |
| 50 | 58 | Bolt, 3/8" x 2", HEX | Mettalics | HTB24 3/8-16X2 HEX TAB BOLT | BOX | 100 | | |
| 51 | 59 | Bolt, 3/8" x 3", HEX | Mettalics | HTB26 3/8X3 HEX TAB BOLT | BOX | 100 | | |
| 52 | 60 | Bolt, 1/2" x 1", HEX | Mettalics | HTB46 1/2X1 TAP BOLT | BOX | 100 | | |
| 53 | 61 | Bolt, 1/2" x 1", HEX | Mettalics | HTB33 1/2X2 HEX TAB BOLT | BOX | 100 | | |
| 54 | 62 | Bolt, 1/2" x 3", HEX | Mettalics | HTB35 1/2X3 HEX TAB BOLT | BOX | 100 | | |
| 55 | 63 | Washer, Flat, 1/4" | Mettalics | SW73 1/4 FLAT WASH | BOX | 100 | | |
| 56 | 64 | Washer, Flat, 3/8" | Mettalics | SW75 3/8 FLAT WASH | BOX | 100 | | |
| 57 | 65 | Washer, Flat, 1/2" | Mettalics | SW76 1/2 FLAT WASH | BOX | 100 | | |
| 58 | 66 | Washer, Locking, 1/4" | Mettalics | LW172 1/4 LOCK WASH | BOX | 100 | | |
| 59 | 67 | Nut, Hex 1/4" | Mettalics | N163 1/4-20 HEX NUT | BOX | 100 | | |
| 60 | 68 | Nut, Hex 3/8" | Mettalics | N165 3/8-16 HEX NUT | BOX | 100 | | |
| 61 | 69 | Nut, Hex 1/2" | Mettalics | N166 1/2-13 HEX NUT | BOX | 100 | | |
| 62 | 70 | Absorber, Chemical | 3M | P-200-17596 | BOX | 12 | | |
| 63 | | CHEM. SORBENT, Mini Boom | | CHEM. SORBENT, Mini Boom | | | | |
| 64 | 71 | Absorber, Chemical | 3M | C-SKFL31-46287 | BOX | 1 | | |
| 65 | | CHEM. SORBENT FOLDED | | | | | | |
| 66 | 72 | Absorber, Chemical | 3M | M-PD720GG-28994 | BOX | 100 | | |
| 67 | | Diaper, 7-1/2" x 20" x 1/2" pad | | 7-1/2 X 20-1/2IN PROD PAD | | | | |
| 68 | 73 | Tape, Danger | Klein Tools | 3INX1000F RED TAPE | ROLL | 1000 | | |
| 69 | | RED "DANGER" | | | | | | |
| 70 | 74 | Tape, Caution | Klein Tools | 3INX1000FT YEL TAPE | ROLL | 1000 | | |
| 71 | | YELLOW, "CAUTION" | | | | | | |
| 72 | 75 | Eyewash Station, Emergency | | EYWASH 1OZ 4T365 | PACKAGE | 12 | | |
| 73 | | Bottle | | | | | | |
| 74 | 76 | Eyewash Station, Emergency | | EYEWASH 1 OZ W/2 | PACKAGE | 12 | | |
| 75 | | Pads | | EYE PADS & STRIPS 6AK51 | | | | |
| 76 | 77 | Lugs, Mechanical | Burndy Corp. | KA6U 6AWG ALCU 1H TERM LUG | EA | 1 | | |
| 77 | | #6 AWG ALCU, 1-Hole | | | | | | |
| 78 | 78 | Lugs, Mechanical | Burndy Corp. | KA26U 2/0 ALCU 1H TERM LUG | EA | 1 | | |
| 79 | | 2/0 AWG ALCU, 1-Hole | | | | | | |
| 80 | 79 | Lugs, Mechanical | Burndy Corp. | KA31U 350 ALCU 1H TERM LUG | EA | 1 | | |
| 81 | | 350 MCM ALCU, 1-Hole | | | | | | |
| 82 | 80 | Lugs, Mechanical | Burndy Corp. | KA34U 500 ALCU 1H TERM LUG | EA | 1 | | |
| 83 | | 500 MCM ALCU, 1-Hole | | | | | | |
| 84 | 81 | Lugs, Mechanical | Burndy Corp. | KA40U 800 ALCU 1H TERM LUG | EA | 1 | | |

| | A | B | C | SECT J ADDENDUM | E | F | G | H |
|-----|-----|--|----------------|--|---------|-----|---|---|
| 85 | | 800 MCM ALCU, 1-Hole | | | | | | |
| 86 | 82 | Lug, Mechanical | Burndy Corp. | K2A31U-2N 350 ALCU 2H TERM | EA | 1 | | |
| 87 | | 350 MCM ALCU, 2-HOLE | | | | | | |
| 88 | 83 | Lug, Mechanical | Burndy Corp. | K2A36U2N 600 ALCU 2H TERM | EA | 1 | | |
| 89 | | 600 MCM ALCU, 2-Hole | | | | | | |
| 90 | 84 | Split-bolt, connector | Burndy Corp. | KS20 5STR SPLIT BOLT CONN | EA | 1 | | |
| 91 | | #6 AWG | | | | | | |
| 92 | 85 | Split-bolt, connector | Burndy Corp. | KS22 3STR SPLIT BOLT CONN | EA | 1 | | |
| 93 | | #3 AWG | | | | | | |
| 94 | 86 | Split-bolt, connector | Burndy Corp. | KS23 2STR SPLIT BOLT CONN | EA | 1 | | |
| 95 | | #2 AWG | | | | | | |
| 96 | 87 | Split-bolt, connector | Burndy Corp. | KS25 1/0STR SPLIT BOLT CONN | EA | 1 | | |
| 97 | | 1/0 AWG | | | | | | |
| 98 | 88 | Split-bolt, connector | Burndy Corp. | KS26 2/0STR SPLIT BOLT CONN | EA | 1 | | |
| 99 | | 2/0 AWG | | | | | | |
| 100 | 89 | Split-bolt, connector | Burndy Corp. | KS27 3/0STR SPLIT BOLT CONN | EA | 1 | | |
| 101 | | 3/0 AWG | | | | | | |
| 102 | 90 | Split-bolt, connector | Burndy Corp. | KS29 250MCM SPLIT BOLT CONN | EA | 1 | | |
| 103 | | 250 MCM AWG | | | | | | |
| 104 | | | | | | | | |
| 105 | 91 | Split-bolt, connector | Burndy Corp. | KS31 350MCM SPLIT BOLT CONN | EA | 1 | | |
| 106 | | 350 MCM AWG | | | | | | |
| 107 | 92 | Split-bolt, connector | Burndy Corp. | KS34 500MCM SPLIT BOLT CONN | EA | 1 | | |
| 108 | | 500 MCM AWG | | | | | | |
| 109 | 93 | Split-bolt, connector | Burndy Corp. | KS39 750MCM SPLIT BOLT CONN | EA | 1 | | |
| 110 | | 750 MCM AWG | | | | | | |
| 111 | 94 | Split-bolt, connector | Burndy Corp. | KS44 1000MCM SPLIT BOLT CONN | EA | 1 | | |
| 112 | | 1000 MCM AWG | | | | | | |
| 113 | 95 | Lug, Mechanical | Burndy Corp. | YA28L-2TC38 4/0AWG COP 2H LUG | EA | 1 | | |
| 114 | | 4/0AWG 2-Hole | | | | | | |
| 115 | 96 | Lug, Mechanical | Burndy Corp. | YA29-2LN 250MCM COP 2H LUG | EA | 1 | | |
| 116 | | 250 MCM 2-Hole | | | | | | |
| 117 | 97 | Lug, Mechanical | Burndy Corp. | YA31-2LN 350MCM COP 2H LUG | EA | 1 | | |
| 118 | | 350 MCM 2-Hole | | | | | | |
| 119 | 98 | Lug, Mechanical | Burndy Corp. | YA34-2LN 500MCM COP 2H LUG | EA | 1 | | |
| 120 | | 500 MCM 2-Hole | | | | | | |
| 121 | 99 | Oxide Inhibitor | IlSCO Corp. | DE-OX-8OZ OXIDE INHIBITOR | EA | 1 | | |
| 122 | | 8 oz. Plastic Bottle | | | | | | |
| 123 | 100 | Duct Seal | IlSCO Corp. | DS-1 1-LB DUCT SEAL | EA | 1 | | |
| 124 | | 1# Container | | | | | | |
| 125 | 101 | Hammer, Demolition | Makita | 20# Hammer HM 1242C | EA | 1 | | |
| 126 | 102 | Crimper, Dieless | Greenlee | 1989, SMALL HYD CRIMPER | EA | 1 | | |
| 127 | | Dieless crimp tool to 500 MCM, includes pressure test kit, and metal case. 8-1/2 ton max | | | | | | |
| 128 | | crimping force, swivel head. | | | | | | |
| 129 | 103 | Grip, Strain Relief for Cable | Hubbell | 73031209 | EA | 1 | | |
| 130 | | cable range .54-.73, thread size 3/4" | | | | | | |
| 131 | 104 | Grip, Strain Relief for Cable | Hubbell | 73031212 | EA | 1 | | |
| 132 | | cable dia range 1.25-1.50 thread size 1-1.2" npt | | | | | | |
| 133 | | insulated strain relief grips | | | | | | |
| 134 | 105 | Grip, Strain Relief for Cable | Hubbell | 73031207 | EA | 1 | | |
| 135 | | STRAIN RELIEF GRIP | | | | | | |
| 136 | 106 | Grip, Strain Relief for Cable | Hubbell | 73031213 | EA | 1 | | |
| 137 | | cable range 1.5"-1.7", 2" thread, insulated strain relief | | | | | | |
| 138 | 107 | Nut, Sealing for Cable Reliefs | Raco Inc. | 1202 1/2 STL SEALING LOCKNUT | EA | 1 | | |
| 139 | | | | | | | | |
| 140 | 108 | Nut, Sealing for Cable Reliefs | Raco Inc. | 1203 3/4 STL SEALING LOCKNUT | EA | 1 | | |
| 141 | 109 | Nut, Sealing for Cable Reliefs | Raco Inc. | 1204 1-IN STL SEALING | EA | 1 | | |
| 142 | 110 | Nut, Sealing for Cable Reliefs | Raco Inc. | 1205 1-1/4 STL SEALING | EA | 1 | | |
| 143 | 111 | Nut, Sealing for Cable Reliefs | Raco Inc. | 1206 1-1/2 STL SEALING | EA | 1 | | |
| 144 | 112 | Nut, Sealing for Cable Reliefs | Raco Inc. | 1207 2-1/2 STL SEALING | EA | 1 | | |
| 145 | 113 | Lock, Padlock, Lockout/Tagout | Panduit Corp. | PSL-11RED-LS 3-IN RED PADLOCK | EA | 1 | | |
| 146 | 114 | Lockout, Jaw | Panduit Corp. | PSL-1 PANDUIT CORP 1-IN JAW LOCKOUT | | | | |
| 147 | 115 | Lockout, Shackle | Panduit Corp. | PSL-SC PANDUIT CORP CLLR AND RVT PDLCK | EA | 1 | | |
| 148 | 116 | Tag, Lockout ID | Panduit Corp. | PSL-TG1 BRASS PADLOCK ID TAG | EA | 1 | | |
| 149 | 117 | Lock, Steel Padlock | Panduit Corp. | PSL-3BLACK STEEL LOCK | EA | 1 | | |
| 150 | 118 | Lock, Steel Padlock | Panduit Corp. | PSL-3BLUE STEEL LOCK | EA | 1 | | |
| 151 | 119 | Lock, Steel Padlock | Panduit Corp. | PSL-3BLACK-LS STEEL LOCK | EA | 1 | | |
| 152 | 120 | Lock, Steel Padlock | Panduit Corp. | PSL-3BLUE-LS STEEL LOCK | EA | 1 | | |
| 153 | 121 | Tie, Wire | Panduit Corp. | PLT1.5S-C LOCKING TIE | PACKAGE | 100 | | |
| 154 | 122 | Tie, Wire | Panduit Corp. | PLT2S-C LOCKING TIE | PACKAGE | 100 | | |
| 155 | 123 | Tie, Wire | Thomas & Betts | TY523MX 3.62" WEATHER RESIST TIE | PACKAGE | 100 | | |
| 156 | | | | | | | | |
| 157 | 124 | Tie, Wire | Thomas & Betts | TY524MX 5.50 WEATHER RESIST TIE | PACKAGE | 100 | | |
| 158 | 125 | Tie, Wire | Thomas & Betts | TY525MX 7.31" WEATHER RESIST TIE | PACKAGE | 100 | | |
| 159 | 126 | Tie, Wire | Thomas & Betts | 13.4" WEATHER RESIST TIE | PACKAGE | 100 | | |
| 160 | 127 | Tie, Wire | Thomas & Betts | TY529MX 30" WEATHER RESIST TIE | PACKAGE | 100 | | |
| 161 | 128 | Saw, Chainsaw | Stihl | STIHL MS290-18 | EA | 1 | | |
| 162 | | 2.8" CUBIC ENGINE, 18" BAR (RESIDENTIAL/OCCA) | | | | | | |
| 163 | 129 | Saw, Chainsaw | Stihl | MS290-18 inch | EA | 1 | | |
| 164 | | 3.5" CUBIC ENGINE, 18" BAR | | | | | | |
| 165 | 130 | Saw, Chainsaw | Stihl | M390-18 inch | EA | 1 | | |
| 166 | | 3.9" CUBIC ENGINE, 18" BAR | | | | | | |
| 167 | 131 | Pressure Washer | Honda | 3011HWC0MZ PRESSU | EA | 1 | | |
| 168 | | | | 11 HP HONDA MOTOR | | | | |

| | A | B | C | SECT J ADDENDUM | E | F | G | H |
|-----|-----|---------------------------------|--------------|---------------------------------|-----|---|---|---|
| 169 | | | | RE WASHER 3000PSI, 4GPM | | | | |
| 170 | 132 | Plywood, 3/4" CDX | Various | Plywood, 3/4" CDX | EA | 1 | | |
| 171 | 133 | Lumber | Various | 2" x 4" x 10' | EA | 1 | | |
| 172 | 134 | Screw, Wood | Various | 137617 3" WOOD SCREW 5LB BOX | BOX | 1 | | |
| 173 | 135 | Nail, 12d | Various | 193070 12 PENNY NAIL, 5LB BOX | BOX | 1 | | |
| 174 | 136 | Gloves, Work | Fiskars Inc. | 88429544 PRO WORK GLOVES MED | EA | 1 | | |
| 175 | 137 | Gloves, Work | Fiskars Inc. | 88429546 PRO WORK GLOVES LG | EA | 1 | | |
| 176 | 138 | Gloves, Work | Fiskars Inc. | 88429548 PRO WORK GLOVES X LG | EA | 1 | | |
| 177 | 139 | Gloves, Work (THERMAL) | Fiskars Inc. | 88439444 INSULATED WORK | EA | 1 | | |
| 178 | 140 | Gloves, Work | Fiskars Inc. | 88439446 INSUL TRUE-GRIP GLOVES | EA | 1 | | |
| 179 | 141 | Gloves, Work | Fiskars Inc. | 88439448 INSUL TRU-GRIP GLOVES | EA | 1 | | |
| 180 | 142 | Fluid Transfer Pump | Grainger | Pump | EA | 1 | | |
| 181 | | Power Plant/Dist. Installation | | | | | | |
| 182 | 143 | Hand-held Megger | Grainger | Megger 1000 VDC | EA | 1 | | |
| 183 | | Power Plant/Dist. Installation | | | | | | |
| 184 | 144 | Battery Charger for Lightweight | Grainger | 12/24 VDC with Engine Crank | EA | 1 | | |
| 185 | | Power Plant/Dist. Installation | | | | | | |
| 186 | | | | | | | | |
| 187 | | | | TOTAL BOM PRICE | | | | |

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Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (JUN 2003) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end

products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App.

2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-
COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003) *

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition is 221112. A firm is a small business if, including its affiliates, it is primarily engaged in the generation, transmission, and/or distribution of electric energy for sale and its total electric output for the preceding fiscal year did not exceed 4 million megawatt hours. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 33, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--
-

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at

<http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

* Clause tailored as per Federal Acquisition Regulation Part 12 (ref. 12.301(b)2).

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert Sharamatew, Contracting Officer
U. S. Army Corps of Engineers, Philadelphia District
100 Penn Square East
Wanamaker Building, Rm 643
Philadelphia, PA 19107-3390

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L 1 PROPOSAL EXPENSES AND PRECONTRACT COSTS

This request for proposal does not commit the government to pay for costs incurred in the preparation and publication of a proposal or for any other costs incurred prior to the execution of a formal contract.

L 2 FORMAL COMMUNICATIONS (PRIOR TO PROPOSAL DUE DATE)

a. Formal communications, such as requests for clarification of the solicitation, shall be submitted in writing, to the address in Block 7 of the SF 33. See J-2, Solicitation Questions for format.

b. Written inquiries will normally be answered via solicitation amendment provided to all

prospective Offerrers. However, the Government does not guarantee to answer any written inquiries which are received less than twenty (20) days before proposal due date. However, these inquiries may be answered after proposals are received.

L 3 PREAWARD SURVEY

The Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offerror, or to require other evidence of managerial, financial, technical, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

L 4 SUBMITTAL OF OFFERS

This solicitation will result in one or more contracts, to support the geographical locations listed in Section B.

L 5 SEALED PROPOSALS

The offer shall be plainly marked on the lower left hand corner as follows:

Request for Proposal No. W912BU-04-R-0008

Date of Closing: June 11, 2004

Time of Closing: 4:00 p.m. local time at geographic location.

Proposal for: Emergency Power: Operations & Maintenance

L 5.1 Proposals shall be submitted and mailed to the address below for the geographic area(s) for which the offerors are interested. Submit Proposal to:

US Army Corps of Engineers, Philadelphia District
Attn: CENAP-CT (William A. Bailey)
Wannamaker Bldg., Rm 643
100 Penn Square East
Philadelphia, PA 19107-3390

L 5.2 PROPOSAL FORMAT AND REQUIREMENTS

L 5.2.1 GENERAL

- a. To be considered for selection, the Offerror must submit a complete response to this solicitation using the sequence and format provided herein. The offerror's proposal shall be submitted in two (2) parts; Volume I - Technical Proposal; Volume II - Price Proposal.
- b. VOLUME I - Technical Proposal shall be divided into four separate sections, marked by tabular dividers: (Tab 1) Past Performance; (Tab 2) Contractor Furnished Equipment Product Listing/Catalogs, (Tab 3) Management Plan; (Tab 4) Extent of Subcontracting, and (Tab 5) Location of Offerror/Primary Place of Business/Field Support Offices
- c. VOLUME II – Price Proposal shall be submitted in a separate volume. This volume shall include the following : Section A, SF33 “Solicitation, Offer and Award”; Section B, “Schedule of Prices”; Section K, “Representations, Certifications and Other Statements of Offerrors”; Subcontracting Plan and Preaward Information and Section J- Representative BOM Pricing
- d. Proposals shall not be permanently bound. All proposals shall be submitted in a loose 3-ring binder, or equivalent. This will facilitate the evaluation process, if any pages need to be substituted later.
- e. Proposals are limited to single spaced typewritten pages using 12 characters per linear inch, 11 point proportional font, or equivalent as the minimum size standard for text. Pages containing text shall be 8 ½ inches x 11 inches with margins on each side of at least 1 (one) inch. If both sides of the paper are used, it will be counted as two pages. Fold-out pages, if included, shall fold entirely within the volume and each 8 1/2 inch by 11 inch section of a fold-out shall count as one page.
- f. The Offeror shall confine its submission to essential matters, sufficient to define their proposal and provide an adequate basis for evaluation in order to reduce proposal size.
- g. The Government will not assume, nor consider anything that is not specifically addressed in the proposals.

- h. No proposal price data shall appear in any volume other than Volume II, Price
- i. Failure to show that the products or services offered conform to the minimum requirements of the specifications will result in rejection of the proposal.

L 5.2.2 PROPOSAL REVISIONS

For document control purposes, all proposal revisions provided after the initial proposal shall be submitted as page changes with each page identified by revision number and date, as well as the page number. Page changes shall be formatted to allow removal of old pages and insertion of change pages. New/changed information shall be identified by a vertical line (|) in the left margin and/or the redline feature for ease in identifying the change. All new/changed information must be identified by the offeror.

L 5.3 NUMBER OF COPIES OF PROPOSALS

The offeror shall submit **one (1) original and three (3) copies** of their proposal with the same number of any subsequent amendments.

L 5.4 VOLUME I - TECHNICAL PROPOSAL

The Technical Proposal shall be sufficient to enable technical evaluation personnel to make a thorough and complete evaluation and to arrive at a sound determination as to whether the requirements of this solicitation are understood and satisfied. The offeror shall furnish, at a minimum the following information:

EVALUATION AREAS:

L 5.4.1 Past Performance

The Offeror shall provide information in sufficient detail concerning their current and past performance for efforts similar to the Government's requirement proposed in this solicitation. Specifically, the Offeror shall provide a list of all contracts and subcontracts, similar to Government's present requirement, completed during the past four years and currently in progress. **The Offeror must have international experience.** International experience is defined as the same, or similar, work performed outside of the firm's country of origin. The Offeror shall describe in sufficient detail their past performance as it relates to conformance to contract specifications and standards of customer satisfaction, good workmanship and timeliness. Offeror shall provide references for all contracts and subcontracts submitted using the format contained in Section J. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts previously performed for all key personnel. If a formal performance evaluation is not available for current and past performance efforts, the Offeror shall address how actual performance time compared to contract performance periods. The Offeror shall provide

quality awards, certificates, etc which substantiate standards of customer satisfaction, good workmanship and timeliness.

L 5.4.2 Contractor Furnished Equipment Product Listings/Catalogs

The offeror shall provide his/her commercial product catalog and price list for generator sets leased to the public and to be offered as contractor furnished equipment under any resultant award. The depth of an offeror's commercial products will be compared to the Government's inventory. If the offeror's proposal is accepted, the offeror cannot change or alter the accepted equipment and accessories after award without the express written concurrence from the Contracting Officer or his designated representative.

L 5.4.3 Management Plan (See also Contract Clause 52.222-46 in this Section)

The offeror shall provide a Management Plan that adequately demonstrates and ensures that the proper level of effort is directed toward each aspect of the work as outlined in Operation Action Plans (A through L) as specified in this Section; that the Offeror has at its disposal the organization, personnel and equipment required by the statement of work, and that all the work will be performed as specified. The plan shall also demonstrate that the offeror has sufficient in-house knowledge to implement and manage effective jobsite safety and quality control programs. The offeror shall submit an organization plan in the form of an organization chart of the offeror's organization detailing the assignment of functions, duties and responsibilities of major activities of the Offeror (and subcontractor(s), if used, including local labor). Include a list of names, titles, duties and job descriptions of key personnel (management, technical, quality control and safety). Identify the person(s) who will be the contractor's operations manager, field supervisors and on-site representative(s) responsible for the management of this contract. Furnish evidence of his/her qualifications, a brief description of primary duties, responsibilities and level of authority. Approach and methodology for Operation Action Plans as specified in C.2.1 of the Statement of Work. The Contractor's Operations Action Plans are limited to two pages per plan and shall include as a minimum:

- A. Mobilization Plan (Concept of Operation, time schedule, phasing plan, identification of subcontractors including local labor)
- B. Plan for conducting Government directed Assessments (Concept of Operation, qualifications, internal procedures, sample assessment worksheet)
- C. Generator Set Preparation Plan (Concept of Operation, documentation procedures, proposed schedule, internal Standard Operation Procedures SOPs)
- D. Plan for Hauling (Concept of Operation, itemized, detailed list of equipment, including quantities and capacities)
- E. Plan for Installation of Generator Sets (Concept of Operation, proposed schedule, documentation procedures, identification of Master Electricians and Journeyman Electricians, internal SOPs, use of local labor)
- F. Plan for Preventive Maintenance (Concept of Operation, documentation procedures, proposed schedule, internal SOPs, use of local labor)
- G. Plan for Service (Concept of Operation, Response Plan in event of generator

malfunction/breakdown, documentation procedures, proposed service schedule, internal SOPs, use of local labor)

H. Fueling Plan (Concept of Operation, proposed equipment, documentation procedures, proposed schedule, Emergency Spill Response Plan, cleanup procedures, internal SOPs)

I. Plan for Relocating and Recovering (Concept of Operation, list of qualified individuals to perform this task, detailed list of equipment and capacities, preparation for storage plan)

J. Demobilization Plan (Concept of Operation, time schedule, phasing plan)

K. Safety Plan (Written safety plan which addresses each major phase of this SOW, Internal Safety Standard Operation Policies and Procedures, key Safety personnel and their qualifications, training and experience levels, Activity Hazard Analysis (specifically for specialized equipment used in performance of work) for each major phase of work, conformance to Corps of Engineer Safety Plan, EM 385-1-1, demonstrated knowledge of local, state and federal safety requirements).

L. Quality Control (QC) Plan (Concept of Operation, personnel qualifications, internal procedures)

M. Compensation Plan-as per clause 52.222-46.

L 5.4.4 Extent of Subcontracting

The offeror's proposal will be evaluated on how the offeror proposes to provide subcontracting opportunities with firms located in the contingency area and to domestic sources. The proposal should demonstrate the effort that will be taken to identify and develop lists of local sources and shall identify the procedures that will be established to identify and award subcontracts to those organizations, firms or individuals residing or doing business primarily in the affected area. The proposal will be evaluated to determine the extent of planned subcontracting with and commitment to with small business firms, small disadvantaged business firms, and any women- owned small business firms.

L 5.4.5 Location of Offeror/Primary Place of Business/Field Support Offices

The offeror shall address this evaluation factor by providing sufficient evidence of the locations of the main office and all subsidiaries to allow Government evaluators to determine that this requirement has been met or exceeded. The offeror shall also provide information on how their business location(s) provide a unique and advantageous benefit to the Government in the event they are tasked to provide services during contingency operations.

L 6 VOLUME II – PRICE PROPOSAL:

Offerors shall indicate geographic area of interest in the space provided for in Section B, Schedule. Proposal shall be submitted in a separate volume in the number of copies specified above. This volume shall include the following:

TAB 1: Section A, SF 33 "Solicitation, Offer and Award"

TAB 2: Section B - "Schedule of Prices"

TAB 3: Section K - "Representations, Certifications and other Statements of Offerors".

TAB 4: Subcontracting Plan

TAB 5: Pre-Award Information. In order to expedite the award of the resulting contract, Offerors are requested to submit pre-award information as follows:

- (i) A copy of your latest financial statement; and
- (ii) A bank reference, with point of contact for verification.

TAB 6: Representative BOM Pricing

L 7 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

NOTE: THE FOLLOWING CLAUSE APPLIES TO ITEMS LISTED IN SECTION J AS BOM (BILL OF MATERIALS)

L 8 52.211-6 BRAND NAME OR EQUAL (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

L 9 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L 10 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates the award of firm, fixed price Requirements contract(s) resulting from this solicitation.

L 11 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L 12 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

NOTE TO OFFERORS: *Work outside the United States.* Contracts are exempt from the requirements of E.O. 11246 for work performed outside the United States by employees who were not recruited within the United States.

L 13 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation

will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

In descending order of importance - Technical factors (past performance, contractor furnished equipment product listing/catalogs, management plan, extent of subcontracting, location of offeror/primary place of business/field support offices) and Price factors (price realism and price reasonableness).

The technical factors are more important than price; however, price remains a significant factor.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M 1.1 Responsibility. An offeror shall be determined responsible according to the standards of FAR Part 9 to be eligible for award.

M 2 BASIS FOR AWARD "BEST VALUE EVALUATION"

Award will be made to the offeror (s) whose proposal, containing the combination of those criteria described in this document, offers the best overall value to the Government, considering all the Technical Factors and whose prices are otherwise determined to be fair and reasonable.

The U. S. Government is more concerned with obtaining superior Past Performance, Contractor Furnished Equipment Product Listing/Catalogs, Management Plan, Extent of Subcontracting, Location of Offeror/Primary Place of Business/Field Support Office features than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior Past Performance, Contractor Furnished Equipment Product Listing/Catalog, Management Plan, Extent of Subcontracting or Location of Offeror/Primary Place of Business/Field Support Office features.

M 2.1 GOVERNMENT INTENT

It is the intent of the Government, to award a contract (or contracts) for each geographic area shown in Section B. Each area will be awarded as a whole.

M 2.2 PRICE EVALUATION

When evaluating proposals, the Government will use the quantities listed at Section B, to calculate and evaluate estimated price for each proposal submitted under this solicitation.

M 3 EVALUATION INSTRUCTIONS

M 3.1 Technical qualifications of the offeror will be evaluated based on the information required in Section L. This information must be submitted in sufficient detail to allow evaluation of the proposal. If sufficient material for any item is not received, the offeror's proposal may be considered non-responsive and given no further consideration.

M 3.2 Evaluation Areas of Consideration. Consideration shall be given to the areas below. Evaluation shall be based upon the criteria stated in Section M, the requirements stated in Section L, as well as the requirements stated in Section C. All mandatory requirements set forth in the specification must be met. The results of the evaluation shall be based on an integrated assessment of each offeror's proposal using both external and Offeror provided data. The evaluation board will not consider any information or data incorporated by reference or otherwise referred to.

M 4 EVALUATION CRITERIA

M 4.1 Definition of Relative Importance

- ☐ Significantly More Important: The criterion is at least twice as great in value than another criterion.
- ☐ More Important: The criterion is greater in value than another criterion, but less than twice as great in value.
- ☐ Comparatively Equal: The criterion is nearly the same in value as another criterion but not of an equal value.
- ☐ Equal: The criterion is of the same value as another criterion

M 4.2 Evaluation Criteria

The following technical factors will be evaluated; Past Performance, Contractor Furnished Equipment Product Listings/Catalogs, Management Plan, Extent of Subcontracting, and Location of Offerror/Primary Place of Business/Field Support Offices

M 4.3 Relative Importance of Evaluation Criteria.

Past Performance is more important than the Management Plan. Contractor Furnished Equipment Products Listings is more important than the Management Plan. The Management Plan is more important than the Extent of Subcontracting. The Extent of Subcontracting is more important than Location of Offeror/Primary Place of Business/Field Support Offices. These technical factors, when combined, are Significantly More Important than Price.

M 4.4 Evaluation Areas:

M.4.4.1 Past Performance. The Offerror's past performance during the last four years will be evaluated to determine technical capability and level of performance risk to perform the proposed contract, **especially international experience**. International experience is defined as the same or similar work performed outside of the firm's country of origin. The Government shall evaluate the Offeror's experience with projects of similar scope, size (monetary and level of effort) and nature. The Government shall conduct an evaluation of customer satisfaction, quality of workmanship and timeliness of the Offerror's past performance. The information presented in the Offerror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

M 4.4.2 Contractor Furnished Equipment Product Listing/Catalogs. The Offeror's commercial equipment product line to be furnished under any resultant award will be compared by generator size to the existing Government inventory.

M 4.4.3 Management Plan. The Offeror's proposed management plan shall be evaluated to determine understanding of the requirement, technical capability to perform the proposed contract and adequacy of resources proposed to support this requirement. The evaluation shall consider the timeliness, quality or workmanship and completeness of performance and service offered to the Government. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

M 4.4.4 Extent of Subcontracting. The Government shall evaluate the extent that the Offeror's proposed goals for subcontracting with small and small disadvantaged businesses, both domestically and abroad, are realistic, achievable justifiable and in accordance with the Government's policy to maximize opportunities for these types of businesses. In addition, the Government shall evaluate the extent to which these same businesses have been identified for participation as part of the Offeror's team. The information presented in the Offeror's proposal,

together with that from other sources available to the Government, will provide the input for evaluation of this factor.

M 4.4.5 Location of Offerror/Primary Place of Business/Field Support Offices. The Offeror shall be evaluated on the extent that its primary place of business is located and the area (s) where services may be provided. The Offeror shall identify the location of its main office, branch office(s) and all subsidiaries. Offerors whose primary place of business is outside the serviced area for which an offer is submitted will be evaluated based on the amount of business they have done in the serviced area in the last 6 years. The information presented in the Offeror's proposal, together with that from other sources available to the Government, will provide the input for evaluation of this factor.

M 4.4.6 Price. Price will be evaluated to determine completeness and reasonableness of the proposed price(s). Price will be evaluated and is considered as an independent element from the technical evaluation factors. This factor will be reviewed for completeness and reasonableness and evaluated to determine the offeror's understanding of the work and ability to perform the work. Total Price will be reviewed parallel with the technical proposal and award will be made to the overall proposal(s) that is (are) most advantageous to the Government.